

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOS1	Page 1 of 102
2. Contract No.		3. Solicitation No. W52P1J-06-R-0049		4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2006AUG17	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By HQ ARMY SUSTAINMENT COMMAND AMSAS-ACF-L ROCK ISLAND, IL 61299-6500 BLDGS 350 & 390			Code W52P1J	8. Address Offer To (If Other Than Item 7)		

SOLICITATION NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 01:00pm (hour) local time 2006OCT09 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name SHELLY ROBACKER E-mail address: SHELLY.ROBACKER@US.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309)782-5237
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)
15B. Telephone Number (Include Area Code)	15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		17. Signature
			18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	Item
24. Administered By (If other than Item 7)	Code	25. Payment Will Be Made By	
SCD	PAS	ADP PT	
26. Name of Contracting Officer (Type or Print)		27. United States Of America _____ /SIGNED/ (Signature of Contracting Officer)	28. Award Date

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

Executive Summary

1. This Executive Summary is provided as a synopsis of important and relevant features of this solicitation. If conflict exists between this summary and the provisions of the solicitation, the provisions of the solicitation govern. The Closing date for this Solicitation is October 9th, 2006.

2. This acquisition is being issued under the authority of the Federal Acquisition Regulation (FAR) Part 37, which describes the policy and procedures for procuring services in a performance based contracting environment. This solicitation will result in contracts for up to three LOGCAP IV contractors who will provide support on a global basis. These contracts will replace the current Logistics Civil Augmentation Program (LOGCAP) III contract. The LOGCAP IV Performance Contractors will be referred to as the Performance Contractors. Please Note: The awardee will operate as an independent contractor and not as an agent of the U.S. Government or U.S. Army.

3. One of the outcomes of this multiple contractor approach is the decision to award a separate LOGCAP Support contract for worldwide and regional contingency planning and LOGCAP program support. This will be accomplished via a separate solicitation. The LOGCAP IV Planning and Support Contractor will be referred to as the Support Contractor.

4. This request for proposals is to provide the LOGCAP Combat Support and Combat Service Support (CS/CSS) augmentation to Combatant Commanders (COCOMs) and Army Service Component Commanders (ASCCs) throughout the full range of military operations. LOGCAP services are also available to support military services, coalition and/or multi-national forces, and other governmental/nongovernmental agencies.

5. The Government reserves the right to make up to 3 awards based on the quality and quantity of proposals received. NOTE: The Government shall evaluate a maximum of one proposal from each offeror. The Indefinite Delivery, Indefinite Quantity (IDIQ) Contracts will utilize Firm Fixed Price, Fixed Price Incentive, Cost Plus Award Fee, Cost Plus Fixed Fee, Cost Plus Incentive Fee, Cost Plus No Fee, or Time and Materials Task Orders. Each basic contract will be for a period of one (1) year with nine (9) one year evaluated options awarded at the government's sole discretion, based on need and performance of contractors.

6. This will be a formal source selection with full and open competition, on a Best Value solicitation. Facility Clearance is a GO / No GO evaluation factor. Please see Sections L and M for descriptions of this criteria. Additional evaluation factors to be evaluated are: Management, Past Performance, Technical, and Cost. The relative order of importance: Management Factor is moderately more important than the Past Performance or Technical Factor, both of which are equal weight. Past Performance or Technical individually is moderately more important than Cost/Price. Together all of the non-cost factors are significantly more important than Cost/Price. Management subfactors are in descending order of importance. Technical subfactors are equal in importance.

7. Award may be made from the initial offers without discussions. Initial proposals should contain the Offeror's best terms from a technical, management and price standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If discussions are held, discussions will only be held with those Offerors determined to be in the competitive range. Offerors will be given an opportunity to address unfavorable reports of past performance, if the offeror has not had a previous opportunity to review the report(s). IAW Federal Acquisition Regulation (FAR) 15.306(c)(2), the competitive range may be limited for purposes of efficiency.

8. Each LOGCAP IV Performance contractor may be required to execute logistics support worldwide, (CONUS or OCONUS) on multiple task orders, simultaneously, in support of several dozen to tens of thousands of troops per task order, in the following general areas: Combat Support and Combat Service Support (CS/CSS) to Combatant Commanders (COCOM) and Army Service Component Commanders (ASCC) during contingency operations.

9. As part of IDIQ contracts, the Government must identify the minimum and maximum that will apply to each contract. The minimum requirement for each of the Global LOGCAP IV contracts is for a core program office (See CLIN 0001). The maximum permitted on each LOGCAP IV performance contract is \$5 billion per year.

10. This solicitation has attachments (008 - 027), a list of construction clauses, references, and specifications that may be used when construction incidental to services is required. These shall be called out within the task order as needed. Offerors should note that a compliant EVMS system is required on this contract. The status of any certifications associated with this system should also be identified.

11. The Support contractor will require access to proprietary information of the Performance contractors, and will be restricted from competing or participating in any manner in the LOGCAP IV Performance contracts IAW FAR 9.507(to prevent any unfair competitive advantage). Refer to Organizational Conflict of Interest Clauses in sections A and H. All awardees under this LOGCAP solicitation will be required to permit this support contractor to have necessary access to their proprietary information, as outlined in the Performance Work Statement and to enter into an agreement with the support contractor permitting such necessary access, and establishing proper protections (see FAR 9.505-4(b)).

12. The Army small business subcontract target goals to be achieved by the contractor are as follows:

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Subcontracting for Small Business (SB) = 15% of total contract dollars.

Of that 15% the following subcategories are as follows:

- a. Small Disadvantage Business (SDB)- 5% of total contract dollars.
- b. Woman Owned Small Business (WOSB)- 5% of total contract dollars.
- c. Historically Underutilized Business Zone (HUBZone) Small Business - 3% of total contract dollars.
- d. Service Disabled Veteran Owned Small Business (SDVOSB) - 1% of total contract dollars.

13. For questions pertaining to this solicitation please contact Valiant Duhart, Contracting Officer at Valiant.Duhart@us.army.mil or by phone (309) 782-8517, or Shelly Robacker, Contract Specialist at Shelly.Robacker@us.army.mil or phone (309) 782-5237.

*** END OF NARRATIVE A 001 ***

Notice of Organizational Conflict of Interest:

It is the intent of the Government to use the services of a contractor to assist in the administrative support in the Government's evaluation of proposals submitted under this solicitation. However, the exclusive responsibility for source selection remains with the Government. Offerors are hereby notified that Mitretek Systems (contractor) will be given access to the proposals submitted under this solicitation. The Army contract with Mitretek Systems prohibits the unauthorized use or disclosure of any data submitted with proposals or in any way associated with this acquisition. In accordance with FAR subpart 9.5, Mitretek Systems is prohibited from either offering on this solicitation or participating in any resultant contract.

*** END OF NARRATIVE A 004 ***

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1 52.204-7000 LOCAL	ONLINE REPRESENTATIONS AND CERTIFICATIONS APPLICATION (ORCA)	JUN/2005

Notice to All Contractors: In a final rule contained in the Federal Acquisition Circular 01- 26 (Item I, FAR Case 2002-24) published in the Federal Register on December 20, 2004, the Federal Acquisition Regulation was amended to require offerors to submit representations and certifications electronically via the Business Partner Network. Offerors shall complete an Online Representations and Certifications Application (ORCA) as soon as possible. This solicitation requires online certifications and representations. Failure to complete the ORCA registration may make the offeror ineligible for award. The ORCA can be found at <http://orca.bpn.gov>.

PLEASE PROVIDE:

CAGE CODE: _____

DUNS NUMBER _____

(End of narrative)

(AS7002)

A-2 52.252-4500 LOCAL	FULL TEXT CLAUSES	APR/2006
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(a) This contract incorporates one or more clauses and provisions by reference, with the same force and effect as if they

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were set forth in full text. Upon request the Contracting Officer will make their full text available.

(b) The entire body of full text regulatory clauses and provisions are no longer included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been removed three asterisks are put in its place (***).

(c) You can view or obtain a copy of all clauses and provisions on the Internet at:
<http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>. Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.

(d) All full text clauses have a 6 or 7 as the third digit of the clause number (i.e., AS7000).

(End of narrative)

(AS7001)
 In accordance with the definition of "contract" in FAR 2.101, when discussing the obligations of the contractor in a task order, the term "contract" shall mean each task order, unless otherwise provided.

A-3 Organizational Conflict of Interest:

1. The Government intends to solicit worldwide LOGCAP support services under W52P1J-06-R-0072 and worldwide LOGCAP IV Performance services under W52P1J-06-R-0049. In order to avoid an organizational conflict of interest (OCI) that would result from allowing a LOGCAP IV Performance contractor to also be the support contractor, offerors are prohibited from receiving an award under Solicitation W52P1J-06-R-0072 and from otherwise performing under the support contract pursuant to Clause H-15. The Government reserves the right to reject any offer it considers to represent an OCI. Your attention is directed to FAR 9.5 for further information on OCIs and Clause H-15 for detailed OCI contract restrictions/requirements.

2. Submission of an offer and acceptance of a contract under this solicitation constitute authority for Government officials to release necessary proprietary information to the Support contractor awarded under solicitation W52P1J-06-R-0072. The contractor shall immediately upon award negotiate and execute an agreement with the Support contractor to permit access to necessary proprietary information, to protect against improper release of such information by the Support contractor in accordance with FAR 9.505-4, and to establish working relationships, cooperation, and joint participation in meeting LOGCAP program Support and CS/CSS Performance contractor needs. The agreements shall address, at a minimum, the following:

- (1) Identify the parties and their relationship;
- (2) Identify the program involved and the relevant Government contracts of the parties;
- (3) Describe contractor interfaces by general subject matter;
- (4) Specify categories of information to be exchanged or support to be provided;
- (5) Give expiration date (or event) of the agreement
- (6) State that if there is a conflict between the relevant Government contract(s) and the agreement, the contract(s) governs); and
- (7) Have an agreement to protect proprietary data, including restrictions on employees. A copy of this agreement shall be made available to the Contracting Officer. This agreement should be concluded as quickly as possible after the contract awards. Failure to have this agreement in place may limit the work that may be awarded under this contract until such agreement is signed.

A-4 FACILITY CLEARANCE:

Offerors must be able to demonstrate the existence of a current U.S. facility clearance to the SECRET level IAW DoDD 5220.22, National Industrial Security Program Operating Manual. This SECRET level clearance may also apply to affiliates, team members, and subcontractors if they have access to classified information. All offerors shall submit the required Facility Clearances for all entities who will be handling classified information (to include, but not limited to: subcontractors, teaming, and any joint ventures)(see Sections C and L). The documentation identifying the offerors Facility Clearance(s) shall be submitted by the proposal due date listed on the solicitation. The lack of the proper Facility Clearance(s) will remove the offeror from further consideration of a contract award. This solicitation requirement ensures that the Government will be able to begin contract performance immediately upon contract award.

A-5 Task Order Competition:

1. Task Orders (TOs). Multiple TOs are anticipated to be issued during the performance period of this contract. In accordance with the Federal Acquisition Streamlining Act (FASA) and FAR 16.505(b), the Contracting Officer (KO) will give each awardee a fair opportunity to be considered for each order unless one of the conditions in FAR 16.505(b)(2) apply. Procedures and selection factors which may be considered for each TO which provide fair opportunity are identified below.

2. Fair Opportunity for Consideration on Each Requirement. The Government intends to provide all awardees a fair opportunity for consideration in competition and award of requirements unless one of the exceptions in FAR 16.505(b)(2) apply. This fair

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Name of Offeror or Contractor:

opportunity will be provided through a Request for Proposal. Each Request for Proposal will identify the requirement and salient evaluation factors pertaining to that requirement. These factors are summarized below and will be detailed in the actual Requests for Proposals. As work proceeds under this contract, past performance report records submitted with the original proposal may be supplanted by current performance reports generated on Task Orders performed under this contract.

The Governments examination of existing information will be conducted in light of the functional/technical/past performance areas of the requirement and used to determine which awardees will be requested to submit a proposal for the requirement when an exception to Fair Opportunity exists.

The exceptions to Fair Opportunity are:

- 1) The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays;
- 2) Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;
- 3) The order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.
- 4) It is necessary to place an order to satisfy a minimum guarantee.

IDIQ awardees may request review by the HQ ASC Task and Delivery Order Ombudsman. Complaints from the offerors will be reviewed to ensure that all are afforded a fair opportunity to be considered. The HQ AFSC Task and Delivery Order Ombudsman is Mr. Gregory Kwinski. Mr. Kwinskis contact information is:

Mr. Gregory Kwinski
AMSAS-GC
Rock Island, IL 61299-6500
(309) 782-3584
Email: Greg.kwinski@us.army.mil

3. Solicitation of Written Proposal The Contracting Officer will issue a Request for Proposal which will specify the details of the requirement, anticipated contract type, proposal requirement, proposal due date, evaluation factors and award selection criteria. Based on previous data submissions pursuant to the initial IDIQ contract awards, these will be proposals with due dates generally between 7 and 15 calendar days. More or less time may be necessary based on requirements and other circumstances, to include urgency. Proposal requirements will be stated in the requests and may include such things as:

Technical and Management Approach

Proposed Key Personnel

Numbers and hours of personnel by labor categories (to include any employee R&R, benefits, etc.)

All Costs (to include, but not limited to: Labor, subcontract, interdivisional, material, other direct costs, labor overhead, material overhead, G&A, Fixed fee or proposed base and award fee.)

Risks

Proposed Government Furnished Property/Government Furnished Equipment/Government Furnished Information

Security Approach (including clearance level for all key personnel, screening processes, etc.)

**Teaming Arrangement Approach (to include but not limited to subcontracting approach, partnering, associate agreements, etc.)

Integration of Requirements (to include but not limited to: maintaining a base, competition, and establishing PWS workload requirements that creates an environment for gaining cost effectiveness and efficiencies).

Transition from current contractor (if applicable)

Technical Execution Plan

No offeror is authorized to commence task order performance prior to issuance of a signed TO provided by the PCO to begin work. No unfunded and/or optional tasks are allowed.

**To preclude any perception of improper competitive advantage, the Execution contractors and Support contractor cannot have any

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Name of Offeror or Contractor:

relationship that would create a conflict of interest. Each task order will require the contractor to have employee agreements that specify limitations on the kind of information employees can make available to their new employer and adequate company policies to protect sensitive or proprietary information.

Offerors shall provide written notification to the Contracting Officer, Administrative Contracting Officer and Contracting Officers Representative prior to adding any new labor category, rate, or fringe benefit. The offerors shall receive Contracting Officer approval prior to enacting the new labor category, rate or fringe benefit.

4. Evaluation and Award of TOs. Proposals will be evaluated pursuant to the criteria set forth in the Request for Proposals. The balance of this paragraph is a description of the intent of the Government in the solicitation, evaluation and award of TOs. It is anticipated that all competitively solicited requirements will be awarded as best value type awards. Award will be made to the offeror providing the proposal with the best overall combination of technical skills, management abilities, and past performance record. The Government may pay a premium on task orders for various reasons, including maintaining the benefits of a viable, competitive pool of LOGCAP IV contractors. This decision will be made on an individual task order basis.

*** END OF NARRATIVE A 003 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>LOGCAP IV</u></p> <p>SECURITY CLASS: Unclassified</p> <p>SEE SECTION B NARRATIVE FOR CLINS</p> <p>(End of narrative A001)</p> <p>See Section D of this solicitation</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p>				

Name of Offeror or Contractor:

- B.1 All contract requirements will be awarded by Individual Task Order.
- B.2. Please note the CLIN numbering system is as follows: Base year begins with zeros, i.e., 0001 through 0010. Option years begin with 1 and are consecutive for each option year i.e., 1001, 2001, and 3001. CLIN Structure is for solicitation purposes only and Contract CLIN Structure will be revised for Award.
- B.3. In task orders where initially fluctuating requirements stabilize, the Government reserves the right to convert from a Cost Reimbursable or Time and Materials to Fixed Price task order.
- B.4 CLIN 0001 will be the minimum requirement for each year, all other CLINs will be awarded as requirements arise. The Maximum amount of each contract will be \$5 Billion per year.

Base Year

<u>CLIN</u>	<u>ITEM DESCRIPTION</u>	<u>TOTAL AMOUNT</u>
0001	Program Office (FFP) PWS paragraph 2.1	\$_____
0002	Planning Input (FFP) PWS paragraph 2.2	When Directed
0003	Exercise Participation (Cost Plus Award Fee or FFP) PWS paragraph 2.3	To Be Determined
0004	Event Performance (Cost Plus Award Fee) Attachment 001	Submitted in Proposal Form
0005	Travel As Needed (Cost Reimbursable)	\$ NSP

OPTION YEAR 1

<u>CLIN</u>	<u>ITEM DESCRIPTION</u>	<u>TOTAL AMOUNT</u>
1001	Program Office (FFP) PWS paragraph 2.1	\$_____
1002	Planning Input (FFP) PWS paragraph 2.2	When Directed

1003	Exercise Participation (Cost Plus Award Fee or FFP) PWS paragraph 2.3	To Be Determined
1004	Event Performance (Cost Plus Award Fee) Attachment 001	Submitted in Proposal Form
1005	Travel As Needed (Cost Reimbursable)	\$ NSP

OPTION YEAR 2

<u>CLIN</u>	<u>ITEM DESCRIPTION</u>	<u>TOTAL AMOUNT</u>
2001	Program Office (FFP) PWS paragraph 2.1	\$ _____
2002	Planning Input (FFP) PWS paragraph 2.2	When Directed
2003	Exercise Participation (Cost Plus Award Fee or FFP) PWS paragraph 2.3	To Be Determined
2004	Event Performance (Cost Plus Award Fee) Attachment 001	Submitted in Proposal Form
2005	Travel As Needed (Cost Reimbursable)	\$ NSP

OPTION YEAR 3

<u>CLIN</u>	<u>ITEM DESCRIPTION</u>	<u>TOTAL AMOUNT</u>
3001	Program Office (FFP) PWS paragraph 2.1	\$ _____

Name of Offeror or Contractor:

3002	Planning Input (FFP) PWS paragraph 2.2	When Directed
3003	Exercise Participation (Cost Plus Award Fee or FFP) PWS paragraph 2.3	To Be Determined
3004	Event Performance (Cost Plus Award Fee) Attachment 001	Submitted in Proposal Form
3005	Travel As Needed (Cost Reimbursable)	\$ NSP

OPTION YEAR 4

<u>CLIN</u>	<u>ITEM DESCRIPTION</u>	<u>TOTAL AMOUNT</u>
4001	Program Office (FFP) PWS paragraph 2.1	\$ _____
4002	Planning Input (FFP) PWS paragraph 2.2	When Directed
4003	Exercise Participation (Cost Plus Award Fee or FFP) PWS paragraph 2.3	To Be Determined
4004	Event Performance (Cost Plus Award Fee) Attachment 001	Submitted in Proposal Form
4005	Travel As Needed (Cost Reimbursable)	\$ NSP

OPTION YEAR 5

<u>CLIN</u>	<u>ITEM DESCRIPTION</u>	<u>TOTAL AMOUNT</u>
5001	Program Office (FFP)	\$ _____

Name of Offeror or Contractor:

PWS paragraph 2.1

5002	Planning Input (FFP) PWS paragraph 2.2	When Directed
5003	Exercise Participation (Cost Plus Award Fee or FFP) PWS paragraph 2.3	To Be Determined
5004	Event Performance (Cost Plus Award Fee) Attachment 001	Submitted in Proposal Form
5005	Travel As Needed (Cost Reimbursable)	\$ NSP

OPTION YEAR 6

<u>CLIN</u>	<u>ITEM DESCRIPTION</u>	<u>TOTAL AMOUNT</u>
6001	Program Office (FFP) PWS paragraph 2.1	\$ _____
6002	Planning Input (FFP) PWS paragraph 2.2	When Directed
6003	Exercise Participation (Cost Plus Award Fee or FFP) PWS paragraph 2.3	To Be Determined
6004	Event Performance (Cost Plus Award Fee) Attachment 001	Submitted in Proposal Form
6005	Travel As Needed (Cost Reimbursable)	\$ NSP

OPTION YEAR 7

<u>CLIN</u>	<u>ITEM DESCRIPTION</u>	<u>TOTAL AMOUNT</u>
7001	Program Office	\$ _____

Name of Offeror or Contractor:

	(FFP) PWS paragraph 2.1	
7002	Planning Input (FFP) PWS paragraph 2.2	When Directed
7003	Exercise Participation (Cost Plus Award Fee or FFP) PWS paragraph 2.3	To Be Determined
7004	Event Performance (Cost Plus Award Fee) Attachment 001	Submitted in Proposal Form
7005	Travel As Needed (Cost Reimbursable)	\$ NSP

OPTION YEAR 8

<u>CLIN</u>	<u>ITEM DESCRIPTION</u>	<u>TOTAL AMOUNT</u>
8001	Program Office (FFP) PWS paragraph 2.1	\$ _____
8002	Planning Input (FFP) PWS paragraph 2.2	When Directed
8003	Exercise Participation (Cost Plus Award Fee or FFP) PWS paragraph 2.3	To Be Determined
8004	Event Performance (Cost Plus Award Fee) Attachment 001	Submitted in Proposal Form
8005	Travel As Needed (Cost Reimbursable)	\$ NSP

OPTION YEAR 9

<u>CLIN</u>	<u>ITEM DESCRIPTION</u>	<u>TOTAL AMOUNT</u>
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9001	Program Office (FFP) PWS paragraph 2.1	\$ _____
9002	Planning Input (FFP) PWS paragraph 2.2	When Directed
9003	Exercise Participation (Cost Plus Award Fee or FFP) PWS paragraph 2.3	To Be Determined
9004	Event Performance (Cost Plus Award Fee) Attachment 001	Submitted in Proposal Form
9005	Travel As Needed (Cost Reimbursable)	\$ NSP

*** END OF NARRATIVE B 001 ***

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <http://www.afsc.army.mil/ac/aaais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.225-4502 LOCAL	STATEMENT OF WORK-ENGLISH LANGUAGE DOCUMENTATION	FEB/1992

All contractor prepared material to be furnished under this contract shall be written in the English language.

(End of statement of work)

(CS7103)

LOGISTICS CIVIL AUGMENTATION PROGRAM (LOGCAP) IV
PERFORMANCE CONTRACT
PERFORMANCE WORK STATEMENT

- 1.0 Introduction
 - 1.1 Scope
 - 1.2 Program Description
 - 1.3 Services To Be Provided
 - 1.4 Executive Agency
 - 1.5 Contract Administration
 - 1.6 Period of Performance
- 2.0 Performance Contractor Tasks and Staffing Requirements
 - 2.1 Program Management Office
 - 2.2 Planning Tasks
 - 2.3 Exercise Support
 - 2.4 Event Tasks
- 3.0 Performing Contractor Program Management
 - 3.1 Security Clearance
 - 3.2 Travel
 - 3.3 English Language Requirement
 - 3.4 Quality Assurance/Control
 - 3.5 Access to Procedures, Records, Data, and Facilities
 - 3.6 Environmental
 - 3.7 Operational Security
 - 3.8 Personal Readiness Training
 - 3.9 Identification
 - 3.10 Earned Value Management System
 - 3.11 Transition
 - 3.12 Safety
- 4.0 Reports

1.0 Introduction. This Performance Work Statement (PWS) describes the technical, functional and performance characteristics of the work to be performed by the LOGCAP IV Performing Contractor. It identifies essential functions and provides standards that shall be evaluated in terms of quality and/or timeliness of output. It is possible that continuous need for any or all of the services described herein may not exist. The Government gives no assurance of a continuous need for these services or future requirements.

1.1 Scope. The purpose of this contract is to maximize resources and expertise of Performing Contractors to provide multi-functional logistics support on a global basis. The contractor may also deploy within the Continental United States (CONUS) in support of CONUS mobilization activities of deploying units or world-wide in support of Events. Requirements shall focus on contingency skills and capabilities necessary to support Army or Department of Defense component; and to support U.S. Federal Government Inter-Agency requirements, and non-governmental and coalition forces requirements when such support is a mission or obligation of DOD and use of LOGCAP has been approved by Department of the Army. This scope does not intend to limit LOGCAP responses to only military operations.

1.2 LOGCAP Program Description. The principal objective of LOGCAP is to provide Combat Support and Combat Service Support (CS/CSS) to Combatant Commanders (COCOM) and Army Service Component Commanders (ASCC) during contingency operations. Support shall be provided throughout the full range of military operations and other operations as designated by Department of the Army. LOGCAP services shall be authorized by the Department of the Army for use in supporting other military services, coalition and/or multinational forces, and other

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governmental/non-governmental agencies.

1.3 Services To Be Provided. The Performing Contractor shall provide CS/CSS services identified in PWS requirements during Events and planning input to the Government and Support Contractor for inclusion in the World Wide Management and Staffing Plan (WMSP) and COCOM/ASCC plans, and participate in Exercises as directed by the PCO. The requirements to be executed under this LOGCAP contract are often mission-critical services for the United States military. It is therefore of the utmost importance that performance be both effective and efficient. Poor execution, management, or cost control can negatively impact the U.S. military's ability to execute its national defense objectives. Such critical performance by the contractor necessarily requires a significant confidence, faith, and trust that the contractor will protect the interests of the U.S. military in the performance of this contract, as well as protecting its own interests. The contractor's responsibilities under this contract should be viewed in this vein.

1.4 Executive Agency. LOGCAP is an Army G4 Program. The U.S. Army Materiel Command (AMC) is the executive agent for LOGCAP Program Management. The principal staff agency for day-to-day management and operation of this program is the Army Sustainment Command (ASC). AMC is responsible for all facets of the program, from identification and inclusion of contract requirements through execution, and the execution of an approved LOGCAP Plan in a designated theater of operations.

1.5 Contract Administration. ASC Rock Island IL, is the contracting agency for the AMC LOGCAP Contract. As the Contracting Activity for this contract, they have the authority, through a duly appointed Procuring Contracting Officer (PCO), to enter into, administer, and/or terminate this contract and make related determinations and findings. Responsibilities after award are in accordance with those defined in the contract, delegation letters, and those applicable portions of the Federal Acquisition Regulation (FAR) and its supplements. When authority is delegated to DCMA by the PCO, DCMA will perform contract administration functions based on individual Task Order delegation.

1.6 Period of Performance. The basic contract shall become effective on the date of award. All work to be performed shall be awarded by individual task orders in accordance with established ordering procedures. Each individual task order shall specify the period of performance to accomplish the Performance Work Statement (PWS) set forth in the task order.

2.0 Contractor Tasks and Staffing Requirements.

2.1 Program Management Office

2.1.1 Program Management (PM) Staffing. The contractor shall staff a program management office at the contractor's principal work site with personnel able to provide program management and oversight, multi-functional logistics and engineering subject matter expertise, contracts administration, database entry and office administration. Each performance contractor's PM office will maintain a directory/list of current LOGCAP contractor personnel, location, funding task order number, and geographical coverage. Each Performance contractor PM office will also maintain a vendor data base. The Program Management office must have 1 full time Program Manager and a designated back up POC. Program management office staffing will consist in total of five full time equivalents.

2.1.2 Vendor Data Base. The contractor will develop and maintain the LOGCAP Vendor Data Base, using the most current version of commercial off-the-shelf software, in a format accessible by, acceptable to and approved by the PCO. The contractor will provide CS/CSS augmentation resource information that identifies sources, available assets, availability, and acquisition information relative to identified requirements contained in the Worldwide Management and Staffing Plan. This information is property of the U.S. Government.

The Contractor will update the data base beyond the data provided by the government and will incorporate additional resources (potential suppliers) as the Contractor develops their plan(s).

The data will be used by the contractor to prepare and implement upon an Event, along with associated management plan(s) for providing essential equipment services, utilities, materials, and facilitates in each identified contingency criteria. Submittal(s) will be a complete resource listing for each country/region. Subsequent submittals will only be for revised or changed data in the format of the original submittal.

The LOGCAP Database will contain clear identification, by country, of Government, Private, Commercial, and Industrial sources and resources. The database will employ a format compatible with the previous resource database and will be optimized to conserve space. Contractor must remain alert to the security classification of the information contained in the database and provide protection of the data and restrict access to the database commensurate to the highest level of classification contained in the database.

2.2 Planning Tasks.

2.2.1 World-wide Management and Staffing Plan (WMSP) Input. On an annual basis, the Performance Contractor may be required to provide business processes, cost estimates, or other information to support the WMSP scenario, as directed by the PCO by individual task order. When directed, the Performance Contractor will review the updated scenario and forward updated base plan input, and updated WMSP, Annex A, F, H, I, N, R, U, V, and W. Additional input may be required as appropriate. The intent of the Performance contractors input into the WMSP is to have the performing contractor plan and state in detail how they would execute the plan requirements. Planning factors, scenario and CS/CSS requirements shall be provided by the PCO. Performing Contractor input will be consolidated into the updated WMSP maintained by the LOGCAP IV Support Contractor. Reports shall be specified in the Contract Data Requirements List (CDRL) at task order

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award. The following are reports that may be required of the Performance contractor when providing WMSP updates: Project Schedules, Trip Reports, Cost Status Report, and Spending Plan.

2.2.2 COCOM/ASCC Plan Input. The performance contractor may be required to provide COCOM/ASCC plan input as directed by the PCO by individual task order. The Performance contractor may be required to visit the applicable AMC Army Field Support Brigades (AFSB) and COCOM/ASCC to perform data and information research on identified requirements. Planning requirements will be funded through individual task orders. Reports shall be specified in the Contract Data Requirements List (CDRL) at task order award. The following are reports that may be required of the Performance contractor when providing updates: Project Schedules, Trip Reports, Cost Status Report, and Spending Plan.

2.3 Exercise Support. Upon PCO direction, the Performance Contractor may participate in Command Post Exercises (CPX), Field Training Exercises (FTX), and other Exercises to verify the completeness, accuracy, and realism of the existing Worldwide Management and Staffing Plan and COCOM/ASCC Support Plans. The length and complexity of these Exercises shall vary. The Exercises shall test the Contractors logistics requirements determination ability, mobilization and deployment capability, subcontractor employment, support capabilities, materials availability, equipment, labor and the overall validity and workability of their LOGCAP plan. The Contractor may be required to provide all personnel, equipment and facilities necessary to participate in the Exercises (as directed by the government). The Contractor may assist in the development of Master Scenario Events List (MSEL) items to Exercise LOGCAP planning and execution, Event PWS development, Time-Phased Force Deployment Data (TPFDD) movement, command and control, and contractor management. The Contractor may be required to use planning document data to respond to the Exercise scenario as necessary, and may be required to present specific information relative to providing engineering/construction and logistical support to the scenario. Reports shall be specified in the Contract Data Requirements List (CDRL)at task order award. The following are reports that may be required of the Performance contractor during Events: Operations Security Plan, Project Schedules, Trip Reports, Daily Event Situation Report, Exercise Report, Event Lessons Learned Report, Event After Action Report, Cost Status Report, Advance Travel Report, Accident Report, Quality Control Plan, Safety and Health Plan, Spending Plan, and Material Condition Status Report. Exercise support will be funded by individual task order as directed by the PCO.

2.4 Event Tasks.

2.4.1 Performance Contractor Event TASKS Concept. The Support Contractor alerts the PCO of a requirement. The Support Contractor provides statements of work through the PCO to the Performance Contractors for preparation of cost proposals and task execution plans. In addition, the Support Contractor assists in preparation of a supporting IGCE with the PWS to the PCO. Performance Contractors submit TEP and cost proposals to the PCO for evaluation. When directed by the PCO, the Support Contractor provides Performance Contractor task execution plans and cost proposal analysis to the PCO for consideration. The PCO awards task orders competitively when time permits, or non-competitively when time or other factors do not permit. Reports shall be specified in the Contract Data Requirements List (CDRL)at task order award. The following are reports that may be required of the Performance contractor during Events: Operations Security Plan, Project Schedules, Trip Reports, Daily Event Situation Report, Exercise Report, Event Lessons Learned Report, Event After Action Report, Cost Status Report, Advance Travel Report, Accident Report, Quality Control Plan, Safety and Health Plan, Spending Plan, and Material Condition Status Report.

2.4.2 Services To Be Provided. The contractor shall be required to execute service support in all types of environments providing combat support and combat service support services. Included in the combat service support task is supply operation service. Notwithstanding the intent to have the contractor perform supply operations, it is not intended that the Government will order supplies for delivery to the Government under this contract. While the contractor is expected to obtain any supplies necessary to meet their obligations and perform operations and services identified in PWS requirements, Government supply requirements are not a part of this scope of work.

Combat Support Services. Includes but is not limited to base camp services of food service, billeting, clothing exchange and bath (CEB)with laundry and minor sewing, latrines, waste management including hazardous waste, facilities and construction management, morale, welfare and recreation (MWR), information management, fire protection, fire fighting, Signal (Telephone Cable Repair, Cable, Wire, and Antenna Installation, and Access to Communication Networks); sanitation; information management; power generation and distribution; retrograde (equipment and materiel); and security and badging operations.

Combat Service Support Services. Includes but is not limited to: Supply Operations - Requisition, Receipt, Storage, Issue, Accountability, and Materiel Management, specifically Class I (Rations and bulk/bottled Water, Class II (Organizational Clothing and Equipment and Administrative Supplies), Class III (Petroleum, Oil and Lubricants - both Bulk and Package), Class IV (Construction Materials), Class V (Ammunition - to include Ammunition Supply Point Operations), Class VI (Personal Demand Items), Class VII (Major Items), Class VIII (Medical Supplies), and Class IX (Repair Parts- ground and aviation); Maintenance Operations - Maintenance of Table of Distribution and Allowances (TDA) Equipment and Table of Organization and Equipment (TO&E) Tactical and Combat Vehicles, Equipment, and/or components thereof - Unit through General Support (GS) Level and Maintenance of Non-Tactical vehicles and equipment; Transportation (Movement Control, Cargo Transfer, Motor Pool, Port/Ocean Terminal Operations, Line/Local Haul, Arrival/Departure Air Control Group (A/DACG)), to include all aspects of aviation; Fuel testing; Mortuary Affairs, Medical Services (Supply, Maintenance, Transportation, Administration, and Vector Control Services); Postal Operations, and Administration such as Personnel Support and Banking Support; Test, Maintenance and Diagnostic Equipment (TMDE) services support.

Engineering and Construction.

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The performance contractor shall provide a full range of engineering and construction services, as defined in individual task orders. These services may include planning, engineering, and design in conjunction with construction, repair, restoration, renovation, operations and maintenance, real property transactions if identified, and construction services. The performing contractor shall provide all resources, labor, material, equipment, and management necessary to complete engineering and construction task orders issued under this contract. Each task order for engineering and construction services will be issued by the PCO as an individual task order with a defined PWS and completion date and will contain any specific terms and conditions related to the performance of the identified work.

The performance contractor shall apply sound commercial business practices for the management of engineering and construction task orders and shall comply with sound engineering, design, and construction practices in performing the work. Internationally accepted design and construction codes and standards shall apply to all engineering and construction task orders issued under this contract unless otherwise specifically indicated in individual task order scopes of work. The performance contractor shall execute work in a safe and environmentally sensitive manner. Where design-build services are required, the performing contractor shall employ the services of architect-engineering professionals established in coordination with multi-discipline architectural/engineering design efforts. The performing contractor's architect/engineering team shall be responsible for the coordination of all required disciplines in the performance of task orders for design-build work.

The performance contractor shall be prepared to perform expedient facility repair task orders. This type of work may include survey and evaluation of existing conditions for the preparation of damage survey reports. These types of repairs shall generally be limited in scope to those portions of damaged facilities necessary to render them functional (usable), safe, and/or secure. The reconnection and rehabilitation of utilities' services, such as water, sewer, electrical, and communications systems may be required. The repaired facilities must be made safe and usable for their intended purposes. Expedient repairs may involve such tasks as the clearing of debris or damaged materials from inside buildings. The furnishing and connection of portable electrical generators to various types of facilities may be required. Cleaning and repairing of streets and driveways, building frontages, etc, may also be involved.

The performance contractor shall be prepared to perform task orders to provide facilities in support of U.S. Military forces and/or the military forces of friendly foreign governments. Facilities shall be constructed to applicable Unified Command standards, or as more specifically defined in each task order. Types of facilities shall include but not be limited to Aircraft Parking Areas, Air Point of Debarkation (APOD) facilities, Ammunition Supply Points (ASP), Transient Personnel Bed Down Camps, Temporary Unit Base Camps, General Force Protection Upgrades, Logistic Support Areas, Main Supply Routes (MSR) construction/repair, Petroleum, Oil, and Lubricant (POL) Storage and Tank Farms, PATRIOT Battery Sites, Sea Port of Debarkation (SPOD) facilities, etc.

2.4.3 Authority. Participation in these Events will be executed by individual task order.

2.4.4 Contractor Deployment. Following Task Order Award, and on direction by the PCO, the performance contractor shall be prepared to deploy an advance team anywhere in the world to support an Event. The awarded task order shall fund deployment of the advance party. The performance contractor advance party shall depart for the Event area within 72 hours after award of task order. The composition of the Contractor's advance team will be based upon a plan for an Event and any special requirements of the country or region. The performance contractor shall also be prepared to orally brief their TEP and awarded Task Order to the supported COCOM/ASCC as directed. Previously developed plans will be used to support the Event as appropriate.

2.4.5 Other Procurement Army (OPA) Equipment Purchases. The LOGCAP contract is subject to federal fiscal funding regulations. Equipment purchases, including those that are centrally managed, required to provide services under the contract and require OPA funding, need to be identified. The contractor shall identify equipment that requires OPA funding to be procured. The contractor shall obtain PCO/ACO approval prior to commitment of an expenditure for any equipment that requires OPA funding.

3.0 Performance Contractor Program Management

3.1 Security Clearances: The contractor must be able to demonstrate the existence of a current U.S Facility Clearance to the SECRET level In Accordance With (IAW) Department of Defense Directive (DoDD) 5220.22, NISPOM. This SECRET level clearance also applies to affiliates, team members, and subcontractors if they have access to classified information. Individuals who require access to classified information or material must have an individual security clearance at the SECRET level. This clearance shall include both access to secure documents involving the SECRET classification, and storage capabilities to the same level. The contractor shall pay close attention to operational security issues (even for unclassified information if it is of value to the threat) and ensure proper marking and handling of any information that might be detrimental if publicly released. Reference the following documents: a. AR 25-55, Freedom of Information Act (FOIA), b. AR 380-5, Department of the Army Information Security Program, c. Security Classification Guidance, Operation ENDURING FREEDOM and Operation NOBLE EAGLE, March 28, 2002, d. Executive Order 13292, Sec. 1.7., e. DoDI 5230.29.

3.2 Non-Event Administrative Travel. Upon direction by the PCO, the contractor shall travel to locations) within or outside a COCOM/ASCC designated Area of Responsibility (AOR). Types of Non-Event administrative travel include such items as briefings, conferences, meetings, etc. Travel necessary for the performance of this contract shall be reimbursed IAW the contract, FAR 31.205-46 and the Joint Travel Regulations (JTR). Unscheduled travel shall require prior Government coordination and approval in writing by the Contracting Officer or his authorized representative.

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3.3 English Language Requirement. In order to ensure all safety, health, and security measures are met, all Contractor employees shall either be literate in English or there shall be a translator available at all times able to read, write, speak, and understand the language. The contractor shall ensure communications are provided as necessary to understand instructions concerning equipment when performing duties requires employees to operate, maintain, repair, or in some way interact with the equipment or the customer.

3.4 Quality Control. The Contractor shall be responsible for the quality, technical, logistical and financial accuracy, and the coordination of all aspects of performance. To ensure the requirements of the contract are met and as identified in each task order, the Contractor shall establish and maintain a written Quality Control Plan (QCP) to be available for the Government to review within 60 days of contract award.

3.5 Access to Procedures, Records, Data, and Facilities. The Contractor shall at all times allow the PCO or his duly authorized representatives access and freedom to examine all facilities, records and data, including any of the Contractors books, documents, papers, or other records related to this contract. It is the intent that, throughout this contract, the Government has a fair and complete understanding of the contractors capability to provide support. As such, the contractor must to cooperate with authorized Government and Support contractor personnel in obtaining the necessary information to properly assess the contractors capability. If the performance is executed by subcontract, the contractor shall ensure proper government visibility and access is available to meet the intent of this paragraph.

3.6 Environmental. Contractor personnel working on this contract are required to adhere to Annex L of the COCOM Operation order which may include all or portions of DODI 4715.5, as well as other DOD environmental guidance such as DODI 4715.4, DODI 4715.8, EO 12088, or DODD 4715.1E. In the absence of any negotiated standards or guidance, the contractor shall adhere to all applicable Host Country laws and regulations. In the further absence of Host Country law or regulation, the contractor shall follow United States Army Environmental Protection and Enhancement regulations as made applicable to the contract by the Contracting Officer. The contractor shall indemnify and hold the US Army harmless for any fines and penalties that are received or issued as a result of contractors failure to comply with environmental laws, regulations or orders unless such fines or penalties are incurred as a result of specific instructions by the PCO, after the contractor has informed the PCO of the potential violation. The Government shall have the right to offset any such monies due. Note that the contractor is responsible for compliance by all invitees, guests, assigns, subcontractors, and their employees.

3.7 Operational Security (OPSEC). Operations security (OPSEC) denies adversaries information about friendly intentions and capabilities, which they need to make competent decisions. Without prior knowledge of friendly actions, adversary leaders cannot act effectively to prevent friendly mission accomplishment. The contractor, as an adjunct of the Force, must therefore identify and protect information an adversary could use to defeat U.S. forces, if that adversary possessed it in a timely manner. The contractor shall identify and train an individual on their staff to serve as their OPSEC officer, and shall work with the ACO and supported COCOM operations officer to ensure proper identification and protection of OPSEC information. When required, Task Order specific OPSEC planning will be in accordance with AR 530-1, OPSEC.

3.8 Personnel Recovery Training. The Contractor shall comply with current DOD, DA, and HQ AMC PR training guidance found in DOD 2310.2 Personnel Recovery, DA Policy AR 350.1, and HQ AMC Policy, 31 March 2005, Personnel Recovery Training. This is mandatory pre-deployment theater entrance training and certification for all at-risk personnel performing authorized DoD missions. The LOGCAP Contractor will certify compliance with all Personnel Recovery requirements for all U.S. National contractor personnel deployed or deploying to all overseas COCOM. Third Country Nationals (TCN) are not part of this mandatory training.

3.9 Identification. All contractor personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression that contracted personnel are Government employees, or official representatives of a Governmental organization. Such confusion can lead to improper and criminal release of information, and can jeopardize the contractors future ability to compete on other work. The contractor shall ensure that all employees wear badges (whether issued by the Government or a separate badge provided by the company) that clearly put others on notice that they are contracted employees. This shall be evident from a minimum distance of 10 feet (whether by color, large letters or other means). The contractor must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

3.10 Earned Value Management System (EVMS). Contractors will comply with EVMS in accordance with the FAR or as detailed in individual Task Orders.

3.11 Transition. It is the intent of both the phase-in and phase-out provisions to allow seamless transition between contracts and allow for the cooperative transfer of task execution between contractors as needed.

3.11.1 Phase-In. The phase-in period will permit a new contractor to solidify the placement of all key personnel, establish their LOGCAP database as well as general familiarization procedures that will enable full performance on any and all aspects of the PWS. The contractor may observe Government personnel in performance of tasks covered by its contract as practicable. The Contractor shall ensure during phase-in activities that: contractor employees shall not interfere with any mission or task activities. All visits shall be coordinated in advance, to include arrangements for contractor personnel to be accompanied by a Government employee previously designated for that purpose. The designated Government representative shall coordinate discussions between Government and contractor employees while they are on duty.

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3.11.2 Phase-Out. The Government reserves the right not to exercise any option period beyond the base year of the contract. In the event that an option period is not exercised for continued performance by the contractor, a 30 calendar day period shall be allowed for phase-out actions. The incumbent LOGCAP contractor shall permit any successor LOGCAP contract to observe and become familiar with operations under the Contract as appropriate. The incumbent contractor shall not defer needed work for the purpose of transferring responsibility to the successor contractor. The incumbent contractor shall fully cooperate with the successor and the Government so as not to interfere with the execution of task requirements under this contract.

3.11.3 Stipulations. The phase-in and phase-out stipulations contained herein are considered part and parcel of the contract period. There shall be no separately stated costs or payments by the Government for costs that may be incurred by the contractor as a direct or indirect result of this phase-in and phase-out stipulation. All such costs shall be included in the basic contract price.

3.12 Safety.

The Contractor shall establish a Safety and Health Program which provides safety and health protection as required by applicable provisions of local, State, and Federal ordinances, laws and construction codes including DA Pam 385-64, "Ammunition and Explosives Safety Standards", and 29 CFR 1910.119, Process safety management of highly hazardous chemicals, for all explosive, propellant, and pyrotechnic operations. Before starting work, the Contractor shall give each new employee a safety orientation concerning the hazards and precautions of the job assigned. A continuous training program shall be instituted by the Contractor to make employees aware of existing hazards and all new hazards.

The Contractor will develop a written Safety Plan. The plan must describe top-level management leadership in the safety and health management system. Management must clearly describe its commitment. The plan must describe methods used to recognize, identify, and analyze hazards, describe methods used to inform employees of hazards found and control measures taken, describe and give examples of how Contractor controls hazards (including preventative maintenance, occupational health care program, emergency preparedness, change management, and hazard elimination), describe the formal and informal safety and health training program for managers, supervisors, and employees, include training protocols and schedules of training, and describe how the contractor will comply with specific programs requirements of OSHA such as Process Safety Management, Blood borne Pathogens, etc.

The Contractor shall IMMEDIATELY report electronically to the PCO or designated representative any bodily injury, death, damage to Government property, or accidental loss of Government property resulting from the activities of the Contractor, his agents, or employees. A written accident report shall be forwarded to the PCO within two working days after the date of the accident. All accident records required shall be maintained by the contractor and will be made available to the Government upon request. In addition, the contractor shall make a thorough analysis of all accidents in order to eliminate the cause(s) of such accidents. The Contractor shall take corrective action to support the results of the review and notify the PCO. The Contractor acknowledges the right of the Army to conduct its own investigation of any accident occurring at its operations/workplaces. The Contractor shall submit a completed DA Form 285, Accident Report, as shown in DA Pam 385-40, for accidents involving explosives, accidents that cause damage to Army equipment in excess of \$2,000, any injury to an Army employee resulting from Contractor activity, and other instances as directed by the ACO (not expected to exceed 5 times per calendar year) (DI-SAFT-81563). The Contractor shall not deviate from mandatory safety requirements DA Pam 385-64 without prior written approval from the PCO.

Before subcontracting for any purpose, or leasing government property to another entity, the contractor shall task the subcontractor with these PWS Safety requirements, decontaminate facilities and equipment to ensure safe use, assure subcontractor or lessee returns buildings in appropriate condition, and assure the location of the proposed operations will not encroach upon explosive operations.

4.0 Reports. The Contractor shall provide a copy of all LOGCAP Plans, reports, submittals, and briefings in electronic format (e-mail/File Transfer Protocol (FTP) /CD-ROM; 1 copy shall be provided in read/write format). The contractor shall provide a copy of all briefings given by or to the Contractor. Prior to briefings/presentations, the PCO or his delegated representative, shall approve slides and items prepared by the Contractor for publication. Slides and/or Minutes of meetings or review (including on-board) conferences, and trip reports prepared by the Contractor for publication, shall be approved by the Procuring Contracting Officer (PCO) prior to presentation. Minutes and trip reports shall include a complete summary and be in sufficient detail to identify reason for trip, dates, locations, points of contact, persons contacted, addresses, telephone numbers, attendees, directions received, areas of concern, accomplishments, action items and salient items of interest identified at the meeting or on the trip. The contractor shall provide to the PCO, for the life of the contract, activity summaries, trip reports and other reports listed throughout the PWS. The PCO may change the format required for these reports at any time during the life of the contract. All minutes or trip reports shall be submitted to the PCO within seven (7) calendar days of completing the meeting, conference or trip.

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SECTION D - PACKAGING AND MARKING

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	Regulatory Cite	Title	Date
D-1	52.247-4521 LOCAL	UNITIZATION/PALLETIZATION	MAR/1988

(a) Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more, unless skids or other forklift handling features are included in the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease in stacking.

(b) A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. When the item being palletized is ammunition/explosive, at least one of the horizontal dimensions must be less than 47 inches. When level A packaging is required, a four-way entry pallet or pallet box shall be used. All pallet loads shall contain the load in a manner that will permit safe, multiple rehandling during storage and shipment

(End of clause)

(DS7203)

SPECIFIC INSTRUCTIONS WILL BE PROVIDED IN EACH TASK ORDER.

Except as required by FAR PART 45, or as specified in each Task Order, Marking of U.S. Government property of any kind, such as buildings, equipment, vehicles, etc., will be limited only to "Contractor Acquired Property under LOGCAP / U.S. Government".

*** END OF NARRATIVE D 001 ***

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SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(End of Clause)

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-4	INSPECTION OF SERVICES-FIXED PRICE	AUG/1996
E-2	52.246-5	INSPECTION OF SERVICES-COST-REIMBURSEMENT	APR/1984
E-3	52.246-6	INSPECTION-TIME-AND-MATERIAL AND LABOR-HOUR	MAY/2001
E-4	52.246-10	INSPECTION OF FACILITIES	APR/1984
E-5	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984

Performance Assessment

Inspection and Acceptance. The inspection and acceptance of work performed may be at the site where work is performed. The Government shall have the right to inspect the Contractor's performance under this contract IAW the Inspection and Acceptance clauses. The PCO may conduct such inspection and surveillance of the Contractor's performance under the contract as determined appropriate and necessary. The PCO shall exercise these responsibilities through his staff and in connection with Inspector General and any related agencies necessary to insure that the standards set forth herein are met. The standards set forth in each Task Order shall be the criteria by which the Contractor's performance shall be inspected. These standards may either be in full text or incorporated by reference (regulations, etc.) Government inspection personnel may monitor the Contractor's performance by physical inspection, review of reports and documentation as well as validated customer complaints. Corrective action for deficiencies shall be at the Government's discretion.

Appointment of Contracting Officers Representative (COR). The PCO/ACO shall designate individual(s) to act as the COR under any resultant Task Order. Letter from the PCO/ACO shall designate such representative with an information copy to the Contractor. The COR shall represent the PCO/ACO in the "TECHNICAL PHASES" of the work, BUT SHALL NOT BE AUTHORIZED to change any of the terms and conditions of the contract. The COR shall be in a liaison capacity to coordinate activities between the Contractor and the Government as required in the performance of work under each Task Order.

Inspection System. The Contractor's inspection system shall contain measures for prompt detection of any condition that fails to conform to the contract requirements. Corrective action procedures shall include, as a minimum, action to correct the deficiency and necessary measures to prevent recurrence of such deficiencies.

Performance Evaluation Meetings. Each Task Order shall specify the method and frequency of Performance Evaluation Meetings. The PCO/ACO or his representative shall hold these meetings as determined necessary. A mutual effort shall be made to resolve any and all problems identified.

United States Army Corps Of Engineers (USACE) Contracting Officers Technical Representative (COTR). When requested, USACE COTR will be appointed for the purpose of accepting construction projects when completed, monitor construction projects in progress, and perform similar engineer technical tasks as necessary.

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SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-15	STOP-WORK ORDER (AUG 1989) - ALTERNATE I	APR/1984
F-3	52.242-16	STOP-WORK ORDER-FACILITIES	AUG/1989
F-4	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-5	52.247-29	F.O.B. ORIGIN	FEB/2006
F-6	52.247-34	F.O.B. DESTINATION	NOV/1991
F-7	252.247-7000	HARDSHIP CONDITIONS	AUG/2000
	DFARS		
F-8	252.247-7002	REVISION OF PRICES	DEC/1991
	DFARS		
F-9	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
	DFARS		
F-10	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) - ALTERNATE I	MAR/2000
	DFARS		
F-11	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) - ALTERNATE II	MAR/2000
	DFARS		
F-12	52.211-11	LIQUIDATED DAMAGES - SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT	SEP/2000

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$ TO BE SPECIFIED IN EACH TASK ORDER per calendar day of delay.

(End of clause)

(FF8023)

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.217-7028 DFARS	OVER AND ABOVE WORK	DEC/1991
H-2	252.223-7006 DFARS	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-3	252.237-7022 DFARS	SERVICES AT INSTALLATIONS BEING CLOSED	MAY/1995
H-4	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-5	252.223-7001 DFARS	HAZARD WARNING LABELS	DEC/1991

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If none, insert "None") ACT

(End of clause)

(HA8704)

H-6	252.211-7003 DFARS	ITEM IDENTIFICATION AND VALUATION	JUN/2005
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(a) Definitions. As used in this clause

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means

- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or
- (2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that

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defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html>.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Governments unit acquisition cost means

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractors estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractors estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreets Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC) /EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for

Name of Offeror or Contractor:

ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/UID/uid_types.html.

- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) DoD unique item identification or DoD recognized unique identification equivalents.
- (1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for
 - (i) All delivered items for which the Governments unit acquisition cost is \$5,000 or more; and
 - (ii) The following items for which the Governments unit acquisition cost is less than \$5,000:

Contract Line, Subline, or Exhibit Line Item Number	Item Description
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- (iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number ____.
- (2) The concatenated unique item identifier and the component data elements of the DoD unique item identification or DoD recognized unique identification equivalent shall not change over the life of the item.
- (3) Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents. The Contractor shall ensure that
 - (i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:
 - (A) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.
 - (B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.
 - (C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution DD format for use until the solution is approved by ISO/IEC JTC1 SC 31. The DD format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/dpap/UID/guides.htm>; and
 - (ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology Syntax for High Capacity Automatic Data Capture Media.
- (4) DoD unique item identification and DoD recognized unique identification equivalents.
 - (i) The Contractor shall
 - (A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number; and
 - (B) Place the data elements of the unique item identifier (enterprise identifier; serial number; and for serialization within the part, lot, or batch number only; original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.
 - (ii) The issuing agency code
 - (A) Shall not be placed on the item; and
 - (B) Shall be derived from the data qualifier for the enterprise identifier.

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(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

- (1) Concatenated unique item identifier; or DoD recognized unique identification equivalent.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number.
- (6) Lot or batch number.
- (7) Current part number (if not the same as the original part number).
- (8) Current part number effective date.
- (9) Serial number.
- (10) Governments unit acquisition cost.

(e) For embedded DoD serially managed subassemblies, components, and parts that require unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report at the time of delivery, either as part of, or associated with the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.
- (2) Concatenated unique item identifier or DoD recognized unique identification equivalent of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number.**
- (7) Lot or batch number.**
- (8) Current part number (if not the same as the original part number).**
- (9) Current part number effective date.**
- (10) Serial number.**
- (11) Unit of measure.
- (12) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

(g) Subcontracts. If paragraph (c)(1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.

(End of clause)

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(HA6001)

H-7 52.245-4506 GOVERNMENT FURNISHED PROPERTY OCT/1994
 LOCAL
 Schedule of Government Furnished Property

(a) Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B. contractor's place of performance, the Government-owned property listed FOR EACH TASK ORDER of this document for use in the performance of this contract.

(b) The property shall be delivered AND/OR TRANSFERRED in accordance with the schedule set forth in the TASK ORDER.

(c) If the property is not received in accordance with the schedule set forth in EACH TASK ORDER, the Contractor shall immediately notify the Contracting Officer in writing.

(d) The quantity of Government Furnished Material (GFM) which is offered herein is contingent upon THE REQUIREMENTS AT TIME OF award. Should the actual quantity awarded be less than the total quantity solicited, the Government retains the right to unilaterally reduce the quantity of GFM which will be provided under any resultant contract. Any said reduction shall be on a pro-rata basis.

(End of clause)

(HS6075)

H-8 52.246-4557 MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250) JAN/1995
 LOCAL

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office
 COMMANDER, U.S. ARMY FIELD SUPPORT COMMAND
 ATTN: AMSAS-ACF
 1 ROCK ISLAND ARSENAL
 ROCK ISLAND, IL 61299-6500

2. Program Management
 U.S. ARMY SUSTAINMENT COMMAND
 PM LOGCAP
 ATTN: AMSAS-CCF
 1 ROCK ISLAND ARSENAL
 ROCK ISLAND, IL 61299-6500

3. Send additional copies to

 AS INDICATED IN TASK ORDERS

(End of clause)

(HS6025)

H-9 252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS NOV/1995
 DFARS (APR 1993) - ALTERNATE I

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(End of clause)

(HA7200)

H-10 5145.508-1 INVENTORIES UPON TERMINATION OR COMPLETION SEP/1989
AFARS

The contractor will be required to furnish the following at least 120 days prior to contract completion:

(a) A listing of all Government property required to support contractual follow-on requirements or other known requirements, including spares and mobilization readiness requirements. This listing shall identify the category, quantity, and acquisition cost of such property, i.e., IPE, OPE, ST, STE, agency-peculiar property, and material.

(b) Justification for retention of any Government property not currently in use (FAR 45.102(f)).

(End of clause)

(HD7011)

H-11 52.223-4506 PERMITS AND LICENSES DEC/2000
LOCAL

(a) In addition, the contractor agrees to furnish the necessary information, supporting documents and certifications to enable the installation commander to make application for any permits or licensing deemed required.

(b) The contractor agrees to furnish all information needed to assist the installation commander in submitting recurring reports required by permits/licenses.

(End of clause)

(HS7340)

H-12 52.237-4501 ACCOUNTING FOR PERSONNEL MAR/2001

As directed by the Contracting Officer or his/her representative, the Contractor shall report its employees by:

- (a) Last Name, First Name, Middle initial
- (b) Social Security Number
- (c) Name of Contract Company
- (d) Specialty
- (e) Area of Deployment
- (f) Duration of Deployment
- (g) Purpose of Deployment
- (h) Point of Contact for Deployment
- (i) Possession of any Specialized Equipment

In addition, the contractor should report whenever entering and leaving the area of operations to the AMC-Forward Commander who will disseminate via SITREP to the G4, Force Protection, theater PARC, and the Contracting Officer.

(End of clause)

(HS7800)

Section H, Special Contract Requirements-continued

H-13 Contractor's Supporting the Force has been moved to Section I

H-14 Compliance with Contract Requirements

1. The contractor shall ensure compliance with all contract requirements. An election to perform by subcontract (at any tier) or otherwise does not relieve the prime contractor of its responsibilities to ensure compliance.

2. The contractor shall ensure that the Government has the right to take over any mission essential subcontracts directly if deemed by the Head of the Contracting Activity as necessary in the interest of National Defense.

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3. The Government shall also have the right to use any and all data delivered to further the efficient prosecution of the contingency within the protections afforded under the Trade Secrets Act (18 USC 1905).

H-15 Organizational Conflict of Interest.

1. While it is anticipated that each of the LOGCAP IV Performance contractors will work closely with the planning/support contractor after contract award to execute the Government LOGCAP mission; the LOGCAP IV Performance contractors are prohibited from performing under the planning/support contract (resulting from solicitation W52P1J-06-R-0072) as a planning/support prime contractor, subsidiary, subcontractor-at any tier, Joint Venture and/or any other business capacity that might result in an OCI. This prohibition will remain in effect throughout the life of the LOGCAP IV contract (through final pay) and will apply against the planning/support contract awarded under W52P1J-06-R-0072 and any successor planning/support contract(s) effective during the aforementioned prohibition period. Proper mitigation techniques shall be implemented to avoid even the appearance of an improper relationship. Further, the contractor shall include this prohibition in all subcontracts for which terms are negotiated.

2. The contractor grants authority for Government officials to release necessary proprietary information to the LOGCAP planning/support contractor awarded under solicitation W52P1J-06-R-0072. The contractor shall immediately upon award negotiate and execute an agreement with the planning/support contractor to permit access to necessary proprietary information and to protect against improper release of such information by the planning/support contractor in accordance with FAR 9.505-4. The contractor shall ensure that this authority covers any proprietary information that may be required of subcontractors as well.

H-16 Special Provisions for Peacetime Contracts

1. The general guidance provided by this provision is not all- inclusive nor are all items required for all situations. Each contingency will evolve differently depending upon theatre commanders guidance impacting on the deployment. The Contracting Officer may tailor these provisions as appropriate for individual task orders. These provisions are in addition to other clauses in the contract, to include DFARS 252.225-7040. Any direct inconsistency between this clause and the cited DFARS clause shall be interpreted IAW the DFARS provisions.

2. In the event that the contractor deploys individuals into the area of operations in support of a contingency or exercise, the following conditions (H-17 through H-34) may apply:

H-17 Army Field Support Brigade

The contractor shall place all employees deploying to support this contract under administrative control of the designated Army Field Support Brigade, or equivalent AMC Forward Commander.

H-18 Risk Assessment and Mitigation

1. The contractor will brief its employees regarding the potential danger, stress, physical hardships and field living conditions.

2. The contractor will require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations.

3. The contractor will ensure that all deployable employees are medically and physically fit to endure the rigors of deployment in support of a military operation. If an employee is unable to perform, the contractor must replace the employee.

4. If a contractor employee departs an area of operations without permission, the contractor will ensure continued performance in accordance with the terms and conditions of the contract. If the contractor replaces an employee who departs without permission, the replacement is at contractor expense and must be complete within 72 hours, or as directed by the contracting officer.

5. The contractor will designate and provide contact information for a point of contact and back up for all its plans and operations and establish an operations center to plan and control the contractor deployment process and resolve operations issues with the deployed force.

6. As required by the operational situation, the government may at its discretion relocate contractor personnel (who are citizens of the United States, aliens in resident in the United States or third country nationals, not resident in the host nation) to a safe area or evacuate them from the area of operations. The U.S. State Department has responsibility for evacuation of non-essential personnel.

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H-19 Force Protection

While performing duties IAW the terms and conditions of the contract, the Service Theater Commander will provide force protection to contractor employees commensurate with that given to Service/Agency (e.g. Army, Navy, Air Force, Marine, DLA) civilians in the operations area unless otherwise stated in each task order.

H-20 Central Processing and Departure Point (See also DFARS 252.225-7040)

1. For any contractor employee determined by the government at the deployment-processing site to be non-deployable for debilitating health problems or failure to have a security clearance when one is required, the contractor shall promptly remedy the problem. If the problem cannot be remedied in time for deployment, a replacement having equivalent qualifications and skills shall be provided in time for scheduled deployment.
2. The contractor shall ensure that all deploying employees receive all required mission training and successfully complete the training.
3. The government at its discretion may provide the contractor employees with Chemical Defensive Equipment (CDE) familiarization training commensurate with the training provided to Department of Defense civilian employees.
4. The contractor, when permitted by the Government, shall utilize it's own CONUS Replacement Center to support mobilization of it's own employees.

H-21 Standard Identification Cards

1. The contracting officer/AMC Forward point of contact shall identify to the contractor all identification cards and tags required for deployment.
2. The contracting officer/AMC Forward point of contact shall issue or shall inform the contractor where the identification cards and tags are to be issued.
3. The contracting officer/AMC Forward shall coordinate for issuance of required identification cards and tags for all contractor employees not processing through a CONUS Replacement Center.
4. The contractor shall ensure that all deploying individuals have the required identification tags and cards prior to deployment.
5. Upon redeployment, the contractor will ensure that all issued controlled identification cards and tags are returned to the government.

H-22 Medical

- 1.The government may require medical screening at a CONUS Replacement Center for FDA approved immunizations, which may include DNA sampling.
- 2.The government at its discretion may provide to contractor employees deployed in the theater of operations, on a cost reimbursable basis, emergency medical and dental care commensurate with the care provided to Department of Defense civilian deployed in the theater of operations. This does not include local nationals under normal circumstances.
3. Deploying civilian contractor personnel shall carry with them a minimum of a 90-day supply of any medication they require.

H-23 Passports, Visas and Customs

1. The contractor is responsible for identifying and obtaining all passports, visas, or other documents necessary to enter and/or exit any area(s) necessary for performance.
2. All contractor employees shall be subject to the customs, processing procedures, laws, agreements and duties of the country in which they are deploying to and the procedures, laws, and duties of the United States upon re-entry.
3. Contractors are required to register all personnel with the appropriate U.S. Embassy or Consulate.

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H-24 Living under Field Conditions

As stated in DFAR 252.225-7040, the contractor is responsible for providing all support to its employees (including subcontractor employees) unless otherwise stated. However, the government at its discretion may provide to contractor employees deployed in the theater of operations the equivalent field living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and other available support afforded to government employees and military personnel in the theater of operations. Such support must be specifically provided for in the contract or task order.

The government at its discretion may, consistent with the terms and conditions of the contract, provide to contractor employees (US citizens only) deployed in the theater of operations; morale, welfare, and recreation services commensurate with that provided to Department of Defense civilians and military personnel deployed in the theater of operations.

H-25 Pay

In the event the contractor must pay additional compensation above that established by Department of State standards for DOD civilians to retain or obtain personnel to perform in a theater of operations during a declared contingency, the contractor must obtain prior approval by the Procuring Contracting Officer before incurring any additional compensation costs. The contractor shall furnish proper business case analysis to the contracting officer to substantiate any adjustment to the contract. Any such increases shall not be subject to fee.

H-26 Tour of Duty/ Hours of Work

1. The contracting officer shall provide the contractor with the anticipated duration of the deployment.
2. The contractor may rotate contractor employees into and out of the theater provided there is no degradation in mission results. For employees who have deployed less than 179 days, the contractor may rotate personnel at his own expense, for employees who have deployed greater than 179 days may be rotated as an allowable cost under the contract. The contractor will coordinate personnel changes with the contracting officer.
3. The contracting officer shall provide the contractor with anticipated work schedule.
4. The contractor shall comply with all duty hours and tours of duty identified by the contracting officer or his/her designated representative.
5. The contracting officer, or his/her designated representative, may modify the work schedule to ensure the governments ability to continue to execute its mission.

H-27 On-Call Duty or Extended Hours

1. The contractor shall be available to work extended hours to perform mission essential tasks as directed by the contracting officer.
2. The contractor shall be available to work on-call to perform mission essential tasks as directed by the contracting officer.
3. The contracting officer, or his/her designated representative, will identify the parameters of on-call duty.

H-28 Worker's Compensation Insurance

The contractor shall ensure that workers compensation insurance under the Defense Base Act is provided to its employees in the theater of operations, unless a proper waiver has been obtained.

H-29 Return Procedures

1. Upon notification to the contractor of redeployment, the contracting officer at his/her discretion may authorize contractor employee travel from the theater of operations to the designated CONUS Replacement Center (CRC) or individual redeployment site.
2. The contractor shall ensure that all government-issued clothing and equipment provided to the contractor or the contractors employees are returned to government control upon completion of the deployment.
3. The contractor shall provide the contracting officer with documentation, annotated by the receiving government official, of all

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clothing and equipment returns, as required.

H-30 Purchasing Resources

When the Theater Commander establishes a Commander-in-Chief Logistics Procurement Support Board (CLPSB), the contractor will be required to coordinate purchases of items or labor designated as limited in the Theater of Operations.

H-31 Legal

Public Law 106-523. Military Extraterritorial Jurisdiction Act of 2000: Amended Title 18, US Code, to establish Federal Jurisdiction over certain criminal offenses committed outside the United States by persons employed by or accompanying the Armed Forces, or by members of the Armed Forces who are released or separated from active duty prior to being identified and prosecuted for the commission of such offenses, and for other purposes applies to contractor employees deployed OCONUS.

Per the MEJA Act, the contractor and all subcontractors at any tier shall provide the below notification to all employees, including employees hired after contract award, in a language understandable by each employee. The contractor shall report compliance with this clause to the contracting officer during contractor mobilization, and subsequently upon request. The Contractor shall respond to requests for reports on compliance with this clause in the manner and with such content as is specified by the contracting officer at no further cost to the government. The contractor, and all subcontractors at any tier, is responsible for providing each employee with the below notification by actions sufficient to ensure all employees have received and understood the notification by actions including, but not limited to, providing the notification and obtaining a written acknowledgement of the notification by each employee, posting the notification in a conspicuous place frequented by its employees as well including the below notice in employee manuals or employment information. Employees who are not literate (who cannot read) shall have this notification read to them in a language understood by such employee. The below notification will be provided during employee training and any briefings provided to contractors employees and subcontractor employees at any tier no later than ten days after being hired for this contract or arrival in the foreign country in which they will be assigned, employed, by or accompanying the US Armed Forces, or residing as a dependent. The contractor shall maintain a copy of each employees written acknowledgement of receipt of the notification and shall provide the same upon request by the contracting officer. The contractor shall comply with all notification requirements of DoD Instruction 5525.11, Criminal Jurisdiction Over Civilians Employed By or Accompanying the Armed Forces Outside the United States, Certain Service Members, and Former Service Members. In the event of conflict between DoDI 5525.11 or any applicable U.S. military regulations, DoDI 5525.11 and/or applicable U.S. military regulations or orders will have control over this clause. The notification referenced above is as follows:

Notification: Under the Military Extraterritorial Jurisdiction Act (MEJA) (18 USC 3261-3267), persons employed by or accompanying the U.S. Armed Forces outside the United States are potentially subject to prosecution for certain criminal acts, including such acts occurring outside the United States. MEJA applies only to those crimes punishable by imprisonment for more than one year if committed within United States jurisdiction. In the Iraqi theater, MEJA maybe used to prosecute individuals who are employed by or accompany the U.S. Armed Forces, including all subcontractors at any tier, with the exception of persons ordinarily residing in Iraq or Iraqi Nationals. The law also applies to individuals accompanying a contractor for the US armed forces, which may include a dependent of a DOD contractor or subcontractor employee. This law authorizes DOD law enforcement personnel to arrest suspected offenders in accordance with applicable international agreements and specifies procedures for the removal of accused individuals to the US. It also authorizes pretrial detention and the appointment of counsel for accused individuals. See Army Field Manual 3-100.21, Contractors on the Battlefield and DoD Instruction 5525.11, Criminal Jurisdiction Over Civilians Employed By or Accompanying the Armed Forces Outside the United States, Certain Service Members, and Former Service Members.

H-32 Personnel Recovery Training

1. PERSONNEL RECOVERY (PR)/SURVIVAL, EVASION, RESISTANCE, & ESCAPE (SERE)/ISOLATED PREPARATION REPORT (ISOPREP).

a. PERSONNEL RECOVERY (PR) REQUIREMENT FOR ALL U.S. NATIONAL DEPLOYING AND DEPLOYED CONTRACTOR PERSONNEL: Please note that this training is currently only required for U.S. National contractor personnel deploying to Central Command (CENTCOM), European Command (EUCOM), Southern Command (SOUTHCOM), and Pacific Command (PACOM) theaters and working on Department of Defense (DoD) contracts, or those stationed in theaters contracted in support of DoD activities or operations. It is important for contractors to understand that this policy applies to all U.S. National contractor personnel who work for the prime contractor and any of the subcontract tier levels on a DoD contract overseas. This training is required to be taken annually.

1. In accordance with DODD 2310.2 Personnel Recovery, DA Policy-AR 350.1, and HQ AMC Policy(dated 31Mar05), Personnel Recovery Training is a mandatory pre-deployment theater entrance training and certification requirement for all "at risk" (Military, DoD Civilians and Contractors) performing authorized DoD missions.

2. The LOGCAP Contractor is responsible for certifying compliance with all Personnel Recovery requirements

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and providing Personnel Recovery Training to all its U.S. National contractor personnel deployed or deploying to all overseas Combatant Commanders, COCOMs: CENTCOM, EUCOM, PACOM, and SOUTHCOM.

3. PR Training certification is required for all U.S. National LOGCAP contractors required to travel OCONUS regardless of deployment status (rotational assignment or temporary duty).

4. The LOGCAP Contractor's PR Training Program must be integrated into the Contractor run CONUS Replacement Center (CRC) program and certified by AMSFS-SR (Personnel Recovery Program Director) as fully operational and compliant with the DOD Standard NLT 30 days after contract award.

b. PERSONNEL RECOVERY TRAINING REQUIREMENTS: The LOGCAP Contractor shall provide instruction and assurance of certification/compliance with the following DOD, DA, and HQ AMC PR Training:

1. Personnel Recovery Tactics, Techniques, and Procedures (TTPs) Briefing.
2. COCOM/Theater specific/special instructions (SPINS) briefings identifying geographic, environmental, and socio/political aspects of the area of operations (AOR).
3. Anti-Terrorism-Force Protection (AT/FP Level 1) Training.
4. Survival, Evasion, Resistance, and Escape (SERE) Level B (Videos) Training.
5. Civilian ISOPREP Card (with digital photo of employee) completed, on file with the contractor, and copy furnished to HQ AFSC G1 for forwarding to the AFSB FWD G1 in each COCOM.
6. Register all deploying LOGCAP personnel in the current required AMC authorized personnel tracking systems: Army Civilian Tracking System (CIVTRACKS) or its designated replacement system, e.g. Special Projects Office Tracker (SPOT)

c. PERSONNEL RECOVERY REPORTING REQUIREMENTS:

1. The LOGCAP Contractor shall provide documentation of PR Training on a weekly report basis to the HQ AFSC G1.
2. The PR Training Reports will be provided in a spread sheet format with the following mandatory information:
 - a. Employee Name.
 - b. Employee SSN.
 - c. Date of PR Training completed.
 - d. Date Civilian ISOPREP Card (with digital photos) provided to HQ AFSC G-1.
(Electronic @AFSC-G1-EOC@AFSC.ARMY.MIL)
 - e. Employee OCONUS work location (country).
 - f. Employee estimated arrival date (in country).
 - g. Employee estimated return date (to CONUS-if applicable).

H-33 Contractor Manpower Reporting Requirements

Contractors must provide reporting in accordance with the DOD Business Initiatives Council. For further information please see the CMR website at <https://contractormanpower.army.pentagon.mil> and Attachment 028 of this solicitation.

H-34 KEY PERSONNEL

The Contractor shall designate by name and position title those key personnel which are considered to be essential to the work being performed under all contract types. Prior to replacing any of the specified individuals the Contractor shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement shall be made by the Contractor without the written consent of the Contracting Officer. The personnel listing may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate upon written consent of the Contracting Officer.

H-35 Award Fee.

a. CPAF

A Cost-Plus Award-fee (CPAF) type contract is applicable to the LOGCAP IV Effort. A CPAF contract is of the cost-reimbursement category but is distinguished by its special fee provision that allows the Government to unilaterally vary the amount of award fee paid based on its evaluation of the Contractor's performance. Award-fee for each phase of this program may be earned by the Contractor on the basis of Excellent, Very Good, or Good performance during the evaluation phases under this contract. No award-fee will be earned by average or unsatisfactory performance.

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b. Fee Structure

- (1) IDIQ Basic Contract Award Fee.
- (a) The IDIQ Basic Contract Evaluation will be based on contractor performance at the corporate level on an annual basis and will take into consideration overall corporate performance for each evaluation period. The Contractor earns award fee based on government assessment of how the contractors performance in key corporate and management areas contributes to meeting overall contract and program objectives.
- (b) The IDIQ Basic Contract Award Fee Pool will consist of 15% of the available Award Fee Pool identified in each CPAF Task Order issued by the Government. The IDIQ Contract Award fee payments will be made under each separate CPAF Task Order. The PCO will authorize payment of the IDIQ Contract award fee consistent with the Award Fee CLINs contained in the task order.
- (2) Task Order Award Fee.
- Award Fee Determinations will be made at the Task Order level on at least a semi-annual basis and will take into consideration overall task order performance for each evaluation period in accordance with the criteria and weights established for that task order. The evaluation periods and key activities/events shall be specified in each task order, to include the fee available during each evaluation period.

c. Award Fee Pool

For each CPAF task order, an award fee pool (AFP) shall be established based upon the negotiated estimated cost to execute the effort (excluding cost of money, Value Added Taxes, Incentive Pay above Applicable Department of State Guidelines, Acquisition cost of Capital Investment Items directly charged to the contract, DBA Insurance, and any other regulatory exclusions), and shall consist of a base fee and award fee as defined below. The percentage of base fee and award fee will be established in each task order. The Award Fee Pool (AWP) may be renegotiated whenever the estimated work significantly changes (as agreed by the parties), or at the request of either party should the estimated workload changes by more than 30%.

(1) Base Fee: This is a base fee amount fixed at the inception of the contract or task order. It is paid for minimal performance of the contract requirements. Base fee is not earned and is, therefore, paid on a regular basis without the contractors performance being evaluated. Base Fee is limited by the DFAR (216.405-2(c)(iii))to 3%.

(2) Award Fee: This is a fee amount that is earned by the contractor for performance above that minimally required by the contract/T.O. Award fee is not presumed, but is fee earned via demonstration of performance IAW the established award fee factors, criteria and weights. Since the available award fee during the evaluation period must be earned, the contractor begins each evaluation period with 0% of the available award fee and works up to the evaluated fee for each evaluation period. Contractors do not begin with 100% of the available award fee and have deductions withdrawn to arrive at the evaluated fee for each evaluation period. In addition, contractors should not receive award fee (above the base fee) for simply meeting contract requirements. The amount of the award fee to be paid is determined by the Governments subjective evaluation of the contractors performance in terms of the criteria stated in the contract. This determination and the methodology for determining the award fee are unilateral decisions made solely at the discretion of the Government.

d. Performance and AF Evaluation

- (1) The Contractors performance and progress will be monitored during each evaluation period by members of the AFEB and other Government technical representatives. Government representatives may advise the Contractor of any poor performance in order to provide the opportunity for improvement during the evaluation period. Performance will be evaluated based on the contractors ability to exercise prudent business judgment depending upon the CPAF scenario and applicable trade-off considerations related to the stated criteria.
- (2) The contractors performance will be evaluated based on the following Factors. Each Factor is weighted as shown below in the determination of the award fee.

Award Fee Factors and Weights	Basic Contract Level
Area	Weight
Corporate Management	40%
Corporate Business Systems	40%
Small Business Subcontracting	<u>20%</u>
	100%

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Award Fee Factors and Weights Task Order Level

Area	Weight
Technical Performance	40%
Project Management	20%
Cost/Schedule Management	20%
Cost Control	<u>20%</u>
	100%

(3) Specific Award Fee criteria may be established and identified in each CPAF task order. The performance evaluation periods for each CPAF order will be established based upon mission duration, but are anticipated to be based on six-month periods whenever possible. However, the award fee performance evaluation period may be changed unilaterally at the Government's discretion, upon notification to the Contractor 30 days prior to the start of the evaluation period(s) affected. The Government also reserves the right to unilaterally alter the criteria or weights for a subsequent award fee period provided written notice is given to the contractor within 30 days of the next award fee period.

(4) The following adjectival ratings shall be used to describe the level of performance:

- (1) EXCELLENT: Performance is of the highest quality that could be achieved by a contractor under the contract. There are no areas of material deficiencies or performance problems encountered during the evaluation period.
- (2) VERY GOOD: Performance is of high quality and approaching the best that could be performed by a Contractor. Work completed greatly exceeds an average performance level. A few minor problems are experienced during the evaluation period without impacting the overall level of performance.
- (3) GOOD: Contractor exceeds some contract requirements in a manner demonstrating commitment to the program. Work completed is much better than minimum required performance. Areas of deficiency and minor problems are more than off-set by areas of good performance.
- (4) AVERAGE: Contractors performance is the minimum required level to meet needs. Areas of good performance are offset by deficiencies and problems, which reduces performance to a level that is minimally acceptable under the contract.

(5) Award Fee Scoring

The award fee evaluation for both the IDIQ Contract and CPAF Task Orders and subsequent fee earned will be governed by the following scoring system:

- Performance Standard: Average (Range 0 to 70)
Numerical Rating: 0-70
Percent of Available Award Fee Earned: 0
- Performance Standard: Good (Range Greater than 70 to 80)
Numerical Rating: 71-80
Percent of Available Award Fee Earned: 4-40
- Performance Standard: Very Good (Range Greater than 80 to 90)
Numerical Rating: 81-90
Percent of Available Award Fee Earned: 44-80
- Performance Standard: Excellent (Range Greater than 90 to 100)
Numerical Rating: 91-100
Percent of Available Award Fee Earned: 82-100

(6) The LOGCAP Award Fee Evaluation Board (AFEB) will evaluate Contractor performance on each CPAF task order not less than semi-annually by:

- (a) Reviewing Contractor performance as measured against the LOGCAP award fee evaluation criteria.
 - (b) Reviewing the Contractors written assessment describing its performance during the evaluation period.
- (7) Contractors Self-Assessment.

The Contractor shall submit a self-assessment to the PCO within five working days prior to the end of the evaluation period. This written assessment of the Contractors performance throughout the evaluation period should contain any information that may be reasonably

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expected to assist the AFEB in evaluating the Contractors performance. The Contractors self-assessment may not exceed 10 pages, double spaced, and not be written in less than 12-point font. The Contractor will also be afforded the opportunity to conduct a self assessment briefing to the AFEB at the end of the reporting period. The Contractor must submit the briefing to the PCO or Deputy Program Director within five working days prior to the end of the evaluation period. The Contractors self-assessment briefing may not exceed 30 slides per briefing without prior approval of the Award Fee Determination Official (AFDO).

e. The AFDOs Decision:

- (1) The AFEB recommends an award fee to the AFDO after each board review. The AFDO may accept the AFEBs recommendation or make a unilateral determination on the payable award fee.
- (2) The decision of the Award Fee Determining Official (AFDO) on the amount of award fee is not subject to the contract clause entitled Disputes.

f. Payment of Award Fee

- (1) The payment of any award fee is contingent upon earning a performance rating of good, very good or excellent. It is the desire of the Government that the Contractor perform services in such a manner so as to warrant the highest possible rating and subsequent award fee. The Award Fee Pool is structured accordingly.
- (2) The award fee will be provided to the contractor through contract modifications and is in addition to the Cost Reimbursement provisions of the contract. The LOGCAP Contractor may submit vouchers for the award fee to which they are entitled immediately upon written notification by the Contracting Officer.

There will be no minimum fee percents for the base or award fee portions. The maximum allowed will be 10% for combined base and award fees, with a maximum of 3% on base fee.

H-36 Hiring Practices

The Government is concerned about the possibility that certain contractor hiring or sourcing practices may materialize and be detrimental to the LOGCAP IV Program under this multiple award IDIQ contract. While we recognize that there may be heavy competition between execution contractors for scarce personnel or other resources, contractors are cautioned to be vigilant of fair compensation contract requirements and also mindful of LOGCAP IV Program interests. The Government will not reimburse the contractor for any costs in excess of what we consider reasonable or for unallowable costs.

In an effort to minimize recruiting and retention practices for scarce resources that may be harmful to the LOGCAP program as a whole, the following provisions apply to work performed under this contract.

The contractor shall seek written approval from the Procuring Contracting Officer prior to increasing base pay or allowances over 10% in a single year over the amounts proposed for the basic contract, or subsequently proposed for a competitive task order. Any labor cost increases inconsistent with this clause, or without written approval, shall be strictly unallowable. Allowances include:

- (1) Foreign Travel Per Diem Allowances: The foreign travel per diem allowances provide for lodging, meals, and incidental expenses when an employee is on temporary duty overseas.
- (2) Cost of Living Allowances: The cost of living allowances are those allowances that are designed to reimburse employees for certain excess costs that they incur as a result of their employment overseas. This group includes allowances similar to the Post Allowance (more commonly referred to as the COLA), Foreign Transfer Allowance, Home Service Transfer Allowance, Separate Maintenance Allowance, Education Allowance, and Educational Travel.
- (3) Recruitment and Retention Incentives: These allowances are designed to recruit employees to locations where living conditions may be difficult or dangerous. Costs similar in purpose to Post Hardship Differential, Danger Pay, and Difficult to Staff Incentive Differential are all considered recruitment and retention allowances.
- (4) Quarters Allowances: Quarters Allowances, which include costs similar to the Living Quarters Allowance, Temporary Quarters Subsistence Allowance, and Extraordinary Quarters Allowance, are intended to reimburse employees for substantially all housing costs, either temporary or permanent, at overseas locations where housing is not provided."

During the term of the contract, the contractor agrees it will not knowingly solicit employees directly involved in the work on this Program employed by other unaffiliated companies without the prior written consent of such other company. This agreement is not intended to restrict the rights of the employees of the other company from seeking and obtaining employment from the contractor on their own initiative, or in response to publicly posted employment advertisements or job fairs, so long as no knowing solicitation or proselytizing occurs on the part of the contractor.

H-37 Required Reports

Reports issued at the task order level allow flexibility of reports for types of requirements awarded and changing needs of the

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government. Reports that may be required in each task order may include such reports as: Operations Security Plan, Project Schedules, Trip Reports, Event SITREP, Exercise Report, Event Lessons Learned Report, Program Lessons Learned Report, Event After Action Report, Cost Status Report, Advance Travel Report, Accident Report, Quality Control Plan, Safety and Health Plan, Spend Plan, Material Condition Status Report, Integrated Master Schedule (IMS), or Cost Performance Report.

H-38 Contractor Verification System

This paragraph is being provided for information purposes only.

The Army is planning on implementing a contractor verification system (CVS) to eligible contractors who require local access to information management systems. At the time of release of this solicitation, full implementing instructions were not yet available. If implementing instructions are received before or after contract award, contractors will be required to use CVS.

A short synopsis of CVS follows:

1. A Secure Web-Based Business Systems Application (easy access via Internet Service Providers)
2. Automates the current DD Form 1172-2 process (paperless process)
3. An online process that provides eligible DoD contractors a Common Access Card (CAC)
 - a. Eligible contractors are those requiring Logical Access to Information Management Systems
 - b. Verifies eligibility for issuance of Common Access CAC to DoD Contractors
 - c. Eligible DoD contractors are entered into the Defense Enrollment Eligibility Reporting System (DEERS) online
4. Defense Manpower Data Center (DMDC) supported and maintained

Replaces Contractor CACs at expiration date or for new contractor employees CACs when CVS is implemented

H-39 Morale, Welfare, Recreation

1. The government at its discretion may, consistent with the terms and conditions of the contract, provide contractor employees (US citizens only) deployed in the theater of operations morale, welfare, and recreation services commensurate with that provided to Department of Defense civilians and military personnel deployed in the theater of operations.

H-40 Status of Forces Agreement (SOFA)

1. (For Germany) The contractor is responsible for documenting technical expert status, as required.
2. The contractor is responsible for providing the government with the required documentation to acquire invited contractor or technical expert status, if required by SOFA.

H-41 Option to Extend the Term of the Contract

The Government may extend the term of this contract for less than 12 months, as deemed necessary to meet its needs.

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SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	JUL/2004
I-2	52.202-1	DEFINITIONS (DEC 2001) - ALTERNATE I	MAY/2001
I-3	52.203-3	GRATUITIES	APR/1984
I-4	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-5	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-6	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 95) - ALTERNATE I	OCT/1995
I-7	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-8	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-9	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-10	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2005
I-11	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-12	52.204-2	SECURITY REQUIREMENTS (AUG 1996) - ALTERNATE II	APR/1994
I-13	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-14	52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL/2006
I-15	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN/2006
I-16	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JAN/2005
I-17	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-18	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-19	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-20	52.215-2	AUDIT AND RECORDS-NEGOTIATION (JUN 99) - ALTERNATE I	JUN/1999
I-21	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-22	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-23	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS	OCT/1997
I-24	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-25	52.215-13	SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS	OCT/1997
I-26	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-27	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2004
I-28	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-29	52.216-7	ALLOWABLE COST AND PAYMENT	DEC/2002
I-30	52.216-7	ALLOWABLE COST AND PAYMENTS (DEC 2002) - ALTERNATE 1	FEB/1997
I-31	52.216-8	FIXED FEE	MAR/1997
I-32	52.216-13	ALLOWABLE COST AND PAYMENT - FACILITIES	FEB/2002
I-33	52.216-14	ALLOWABLE COST AND PAYMENT - FACILITIES USE	APR/1984
I-34	52.216-26	PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION	DEC/2002
I-35	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-36	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005) - ALTERNATE II	OCT/2001
I-37	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JUL/2005
I-38	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-39	52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-DISADVANTAGED STATUS AND REPORTING	OCT/1999
I-40	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-41	52.222-3	CONVICT LABOR	JUN/2003
I-42	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION	JUL/2005
I-43	52.222-6	DAVIS-BACON ACT	JUL/2005
I-44	52.222-7	WITHHOLDING OF FUNDS	FEB/1988
I-45	52.222-8	PAYROLLS AND BASIC RECORDS	FEB/1988
I-46	52.222-9	APPRENTICES AND TRAINEES	JUL/2005
I-47	52.222-10	COMPLIANCE WITH THE COPELAND ACT REQUIREMENTS	FEB/1988
I-48	52.222-11	SUBCONTRACTS (LABOR STANDARDS)	JUL/2005
I-49	52.222-15	CERTIFICATION OF ELIGIBILITY	FEB/1988
I-50	52.222-16	APPROVAL OF WAGE RATES	FEB/1988
I-51	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2006
I-52	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-53	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-54	52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	FEB/1999

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I-55	52.222-29	NOTIFICATION OF VISA DENIAL	JUN/2003
I-56	52.222-30	DAVIS-BACON ACT-PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD)	DEC/2001
I-57	52.222-32	DAVIS-BACON ACT-PRICE ADJUSTMENT (ACTUAL METHOD)	DEC/2001
I-58	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-59	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-60	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-61	52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES	DEC/2004
I-62	52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	JUL/2005
I-63	52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	MAY/1989
I-64	52.222-50	COMBATING TRAFFICKING IN PERSONS	APR/2006
I-65	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	AUG/2003
I-66	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) - ALTERNATE I	AUG/2003
I-67	52.223-10	WASTE REDUCTION PROGRAM	AUG/2000
I-68	52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	MAY/1995
I-69	52.224-1	PRIVACY ACT NOTIFICATION	APR/1984
I-70	52.224-2	PRIVACY ACT	APR/1984
I-71	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-72	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-73	52.227-3	PATENT INDEMNITY	APR/1984
I-74	52.227-9	REFUND OF ROYALTIES	APR/1984
I-75	52.227-10	FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT MATTER	APR/1984
I-76	52.227-14	RIGHTS IN DATA-GENERAL	JUN/1987
I-77	52.228-1	BID GUARANTEE	SEP/1996
I-78	52.228-2	ADDITIONAL BOND SECURITY	OCT/1997
I-79	52.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR/1984
I-80	52.228-4	WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR/1984
I-81	52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	JAN/1997
I-82	52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR/1996
I-83	52.228-8	LIABILITY AND INSURANCE - LEASED MOTOR VEHICLES	MAY/1999
I-84	52.228-11	PLEDGES OF ASSETS	FEB/1992
I-85	52.228-14	IRREVOCABLE LETTER OF CREDIT	DEC/1999
I-86	52.228-15	PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION	SEP/2005
I-87	52.229-1	STATE AND LOCAL TAXES	APR/1984
I-88	52.229-2	NORTH CAROLINA STATE AND LOCAL SALES AND USE TAX	APR/1984
I-89	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-90	52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS	JUN/2003
I-91	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-92	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR/1998
I-93	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR/2005
I-94	52.232-1	PAYMENTS	APR/1984
I-95	52.232-4	PAYMENTS UNDER TRANSPORTATION CONTRACTS AND TRANSPORTATION RELATED SERVICE CONTRACTS	APR/1984
I-96	52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS	AUG/2005
I-97	52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (AUG 2005) - ALTERNATE II	FEB/2002
I-98	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-99	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-100	52.232-11	EXTRAS	APR/1984
I-101	52.232-17	INTEREST	JUN/1996
I-102	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-103	52.232-20	LIMITATION OF COST	APR/1984
I-104	52.232-21	LIMITATION OF COST (FACILITIES)	APR/1984
I-105	52.232-22	LIMITATION OF FUNDS	APR/1984
I-106	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-107	52.232-25	PROMPT PAYMENT	OCT/2003
I-108	52.232-25	PROMPT PAYMENT (OCT 2003) - ALTERNATE I	FEB/2002
I-109	52.232-30	INSTALLMENT PAYMENTS FOR COMMERCIAL ITEMS	OCT/1995

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I-110	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-111	52.233-1	DISPUTES	JUL/2002
I-112	52.233-1	DISPUTES (JUL 02) - ALTERNATE I	DEC/1991
I-113	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-114	52.233-3	PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I	JUN/1985
I-115	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-116	52.236-2	DIFFERING SITE CONDITIONS	APR/1984
I-117	52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	APR/1984
I-118	52.236-5	MATERIAL AND WORKMANSHIP	APR/1984
I-119	52.236-6	SUPERINTENDANCE BY THE CONTRACTOR	APR/1984
I-120	52.236-7	PERMITS AND RESPONSIBILITIES	NOV/1991
I-121	52.236-8	OTHER CONTRACTS	APR/1984
I-122	52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS	APR/1984
I-123	52.236-10	OPERATIONS AND STORAGE AREAS	APR/1984
I-124	52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	APR/1984
I-125	52.236-12	CLEANING UP	APR/1984
I-126	52.236-13	ACCIDENT PREVENTION	NOV/1991
I-127	52.236-13	ACCIDENT PREVENTION (NOV 1991) - ALTERNATE I	NOV/1991
I-128	52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES	APR/1984
I-129	52.236-17	LAYOUT OF WORK	APR/1984
I-130	52.236-18	WORK OVERSIGHT IN COST-REIMBURSEMENT CONSTRUCTION CONTRACTS	APR/1984
I-131	52.236-19	ORGANIZATION AND DIRECTION OF THE WORK	APR/1984
I-132	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION	APR/1984
I-133	52.237-3	CONTINUITY OF SERVICES	JAN/1991
I-134	52.239-1	PRIVACY OR SECURITY SAFEGUARDS	AUG/1996
I-135	52.241-2	ORDER OF PRECEDENCE - UTILITIES	FEB/1995
I-136	52.241-4	CHANGE IN CLASS OF SERVICE	FEB/1995
I-137	52.241-5	CONTRACTOR'S FACILITIES	FEB/1995
I-138	52.241-11	MULTIPLE SERVICE LOCATIONS	FEB/1995
I-139	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-140	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-141	52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN/1997
I-142	52.242-13	BANKRUPTCY	JUL/1995
I-143	52.242-14	SUSPENSION OF WORK	APR/1984
I-144	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-145	52.243-1	CHANGES - FIXED-PRICE (AUG 1987) - ALTERNATE II	APR/1984
I-146	52.243-1	CHANGES - FIXED-PRICE (AUG 1987) - ALTERNATE III	APR/1984
I-147	52.243-2	CHANGES - COST REIMBURSEMENT	AUG/1987
I-148	52.243-2	CHANGES - COST-REIMBURSEMENT (AUG 1987) - ALTERNATE II	APR/1984
I-149	52.243-2	CHANGES (COST-REIMBURSEMENT) (AUG 1987) - ALTERNATE IV	APR/1984
I-150	52.243-2	CHANGES (COST-REIMBURSEMENT) (AUG 1987) - ALTERNATE III	APR/1984
I-151	52.243-2	CHANGES - COST-REIMBURSEMENT (AUG 1987) - ALTERNATE I	APR/1984
I-152	52.243-3	CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS	SEP/2000
I-153	52.243-4	CHANGES	AUG/1987
I-154	52.243-6	CHANGE ORDER ACCOUNTING	APR/1984
I-155	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-156	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-157	52.245-1	PROPERTY RECORDS	APR/1984
I-158	52.245-2	GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS)	MAY/2004
I-159	52.245-3	IDENTIFICATION OF GOVERNMENT-FURNISHED PROPERTY	APR/1984
I-160	52.245-7	GOVERNMENT PROPERTY (CONSOLIDATED FACILITIES)	MAR/1996
I-161	52.245-10	GOVERNMENT PROPERTY (FACILITIES ACQUISITION)	MAR/1996
I-162	52.245-11	GOVERNMENT PROPERTY (FACILITIES USE)	APR/1984
I-163	52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS"	APR/1984
I-164	52.246-13	INSPECTION - DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS	AUG/1996
I-165	52.246-18	WARRANTY OF SUPPLIES OF A COMPLEX NATURE (MAY 2001) - ALTERNATE III	APR/1984
I-166	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-167	52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS (FEB 1997) - ALTERNATE I	APR/1984
I-168	52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB/1997
I-169	52.247-14	CONTRACTOR RESPONSIBILITY FOR RECEIPT OF SHIPMENT	APR/1984
I-170	52.247-15	CONTRACTOR RESPONSIBILITY FOR LOADING AND UNLOADING	APR/1984

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I-171	52.247-16	CONTRACTOR RESPONSIBILITY FOR RETURNING UNDELIVERED FREIGHT	APR/1984
I-172	52.247-17	CHARGES	APR/1984
I-173	52.247-18	MULTIPLE SHIPMENTS	APR/1984
I-174	52.247-21	CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE	APR/1984
I-175	52.247-22	CONTRACTOR LIABILITY FOR LOSS OF AND/OR DAMAGE TO FREIGHT OTHER THAN HOUSEHOLD GOODS	APR/1984
I-176	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JUN/2003
I-177	52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	FEB/2006
I-178	52.247-68	REPORT OF SHIPMENT (REPSHIP)	FEB/2006
I-179	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984) - ALTERNATE I	APR/1984
I-180	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004) - ALTERNATE I	SEP/1996
I-181	52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR/1984
I-182	52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY/2004
I-183	52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004) - ALTERNATE II	SEP/1996
I-184	52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004) - ALTERNATE III	SEP/1996
I-185	52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004) - ALTERNATE V	SEP/1996
I-186	52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004) - ALTERNATE IV	SEP/1996
I-187	52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004) - ALTERNATE 1	SEP/1996
I-188	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-189	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) - ALTERNATE I	APR/1984
I-190	52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984) - ALTERNATE III	APR/1984
I-191	52.249-11	TERMINATION OF WORK (CONSOLIDATED FACILITIES OR FACILITIES ACQUISITION)	MAY/2004
I-192	52.249-11	TERMINATION OF WORK (CONSOLIDATED FACILITIES OR FACILITIES ACQUISITION) (MAY 2004) - ALTERNATE I	SEP/1996
I-193	52.249-13	FAILURE TO PERFORM	APR/1984
I-194	52.249-14	EXCUSABLE DELAYS	APR/1984
I-195	52.251-1	GOVERNMENT SUPPLY SOURCES	APR/1984
I-196	52.251-1	GOVERNMENT SUPPLY SOURCES (APR 1984) - ALTERNATE I	APR/1984
I-197	52.251-2	INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES	JAN/1991
I-198	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-199	252.201-7000 DFARS	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-200	252.203-7001 DFARS	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-201	252.203-7002 DFARS	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
I-202	252.204-7000 DFARS	DISCLOSURE OF INFORMATION	DEC/1991
I-203	252.204-7002 DFARS	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED	DEC/1991
I-204	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-205	252.204-7004 DFARS	CENTRAL CONTRACTOR REGISTRATION (OCT 2003) - ALTERNATE A	NOV/2003
I-206	252.204-7005 DFARS	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
I-207	252.204-7006 DFARS	BILLING INSTRUCTIONS	OCT/2005
I-208	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-209	252.209-7004 DFARS	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
I-210	252.215-7000 DFARS	PRICING ADJUSTMENTS	DEC/1991
I-211	252.215-7002 DFARS	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-212	252.219-7003 DFARS	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-213	252.222-7002 DFARS	COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)	JUN/1997

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I-214	252.222-7003 DFARS	PERMIT FROM ITALIAN INSPECTORATE OF LABOR	JUN/1997
I-215	252.222-7004 DFARS	COMPLIANCE WITH SPANISH SOCIAL SECURITY LAWS AND REGULATIONS	JUN/1997
I-216	252.223-7004 DFARS	DRUG-FREE WORK FORCE	SEP/1988
I-217	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003
I-218	252.225-7005 DFARS	IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES	JUN/2005
I-219	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	MAY/2004
I-220	252.225-7013 DFARS	DUTY-FREE ENTRY	JUN/2006
I-221	252.225-7021 DFARS	TRADE AGREEMENTS	JUN/2006
I-222	252.225-7030 DFARS	RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE	APR/2003
I-223	252.225-7041 DFARS	CORRESPONDENCE IN ENGLISH	JUN/1997
I-224	252.226-7001 DFARS	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-225	252.227-7020 DFARS	RIGHTS IN SPECIAL WORKS	JUN/1995
I-226	252.227-7025 DFARS	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS	JUN/1995
I-227	252.228-7000 DFARS	REIMBURSEMENT FOR WAR-HAZARD LOSSES	DEC/1991
I-228	252.228-7003 DFARS	CAPTURE AND DETENTION	DEC/1991
I-229	252.229-7002 DFARS	CUSTOMS EXEMPTIONS (GERMANY)	JUN/1997
I-230	252.229-7003 DFARS	TAX EXEMPTIONS (ITALY)	JAN/2002
I-231	252.229-7004 DFARS	STATUS OF CONTRACTOR AS A DIRECT CONTRACTOR (SPAIN)	MAR/1998
I-232	252.229-7005 DFARS	TAX EXEMPTIONS (SPAIN)	JUN/1997
I-233	252.229-7006 DFARS	VALUE ADDED TAX EXCLUSION (UNITED KINGDOM)	JUN/1997
I-234	252.229-7009 DFARS	RELIEF FROM CUSTOMS DUTY AND VALUE ADDED TAX ON FUEL (PASSENGER VEHICLES) (UNITED KINGDOM)	JUN/1997
I-235	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-236	252.232-7003 DFARS	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS	MAY/2006
I-237	252.232-7006 DFARS	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (DEC 2002) - ALTERNATE A	DEC/2003
I-238	252.232-7008 DFARS	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
I-239	252.233-7001 DFARS	CHOICE OF LAW (OVERSEAS)	JUN/1997
I-240	252.234-7001 DFARS	EARNED VALUE MANAGEMENT SYSTEM	MAR/1998
I-241	252.235-7003 DFARS	FREQUENCY AUTHORIZATION	DEC/1991
I-242	252.242-7002 DFARS	EARNED VALUE MANAGEMENT SYSTEM	MAR/2005
I-243	252.242-7003 DFARS	APPLICATION FOR U.S. GOVERNMENT SHIPPING	DEC/1991
I-244	252.242-7005 DFARS	COST/SCHEDULE STATUS REPORT	MAR/1998
I-245	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991

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I-246	DFARS 252.245-7001	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-247	DFARS 252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-248	DFARS 252.247-7006	REMOVAL OF CONTRACTOR'S EMPLOYEES	DEC/1991
I-249	252.247-7007	LIABILITY AND INSURANCE	DEC/1991
I-250	252.249-7002	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION	DEC/1996
I-251	DFARS 252.251-7000	ORDERING FROM GOVERNMENT SUPPLY SOURCES	NOV/2004
I-252	52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JUL/2005

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

o Offeror elects to waive the evaluation preference.

(End of clause)

(IF8005)

I-253	52.211-10	COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK	APR/1984
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The Contractor shall be required to (a) commence work under this contract within 72 HOURS, unless otherwise stated, after the date the Contractor receives the notice to proceed, AND (b) prosecute the work diligently. The time stated for TASK ORDER PERIOD OF PERFORMANCE (POP) completion shall include final cleanup of the premises.

(End of clause)

(IF6012)

I-254	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS (OCT 1997) - ALTERNATE III	OCT/1997
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c. Submit the cost portion of the proposal via the following electronic media: electronic spreadsheet.

(End of clause)

(IF6103)

I-255	52.216-5	PRICE REDETERMINATION--PROSPECTIVE	OCT/1997
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(c) Price redetermination periods. For the purpose of price redetermination, performance of this contract is divided into successive periods. The first period shall extend from the date of the contract FOR 1 YEAR, and the second and succeeding periods shall BE AWARDED AS OPTION PERIODS FOR A PERIOD NOT TO EXCEED 1 YEAR EACH. The parties may agree to vary the length of the final period. The first day of the second and each succeeding period shall be the effective date of price redetermination for that period.

(d) Data submission. (1) Not more than 7 nor less than 3 days before the end of each redetermination period, except the last, the Contractor shall submit-

(i) Basis of estimate data as requested by the PCO.

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(ii) A statement of all costs incurred in performing this contract through the end of the month before the submission of proposed prices in the format of Table 15-2, FAR 15.408 (or any other form on which the parties may agree), with sufficient supporting data to disclose unit costs and cost trends for the first month

(End of clause)

(IF6059)

I-256 52.216-10 INCENTIVE FEE MAR/1997

(e) Fee payable. (1) The fee payable under this contract shall be the target fee increased by (Entered at Task Order Award) cents for every dollar that the total allowable cost is less than the target cost or decreased by (Entered at Task Order Award) cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than (Entered at Task Order Award) percent or less than (Entered at Task Order) percent of the target cost.

(End of clause)

(IF6052)

I-257 52.216-16 INCENTIVE PRICE REVISION - FIRM TARGET OCT/1997

(a) General. The supplies or services identified in the Schedule as Items (Indicated in Task Order) are subject to price revision in accordance with this clause; provided, that in no event shall the total final price of these items exceed the ceiling price of (Set at Task Order level) dollars (\$-3-).

(c) Data submission: Within TBD days after the end of the month in which the Contractor has delivered the last unit of supplies and completed the services specified by item number in paragraph (a) of this clause, the Contractor shall submit in the format of Table 15-2, FAR 15.408 or in any other form on which the parties agree-

(d)(2)(ii) If the total final negotiated cost is greater than the total target cost, the adjustment is the total target profit, less (Entered at Task Order Award) percent (Contracting Officer insert percent) of the amount by which the total final negotiated cost exceeds the total target cost.

(iii) If the final negotiated cost is less than the total target cost, the adjustment is the total target profit plus (Entered at Task Order Award) percent (Contracting Officer insert percent) of the amount by which the total final negotiated cost is less than the total target cost.

(End of clause)

(IF6041)

I-258 52.216-16 INCENTIVE PRICE REVISION--FIRM TARGET (OCT 1997) ALTERNATE I OCT/1997

(End of clause)

(IF6042)

I-259 52.216-17 INCENTIVE PRICE REVISION - SUCCESSIVE TARGETS OCT/1997

(a) The supplies or services identified in the Schedule as Items ***(Entered at Task Order Award) are subject to price

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revision in accordance with this clause; provided, that in no event shall the total final price of these items exceed the ceiling price of *(Entered at Task Order Award) dollars (\$*(Entered at Task Order Award)). The prices of these items shown in the Schedule are the initial target prices, which include an initial target profit of *(Entered at Task Order Award) percent of the initial target cost*.

(c) Submitting the data for establishing the firm fixed price or a final profit adjustment formula. (1) Within *(Entered at Task Order Award)days after the end of the month in which the Contractor has completed *(Entered at Task Order Award),(see Note 1), the Contractor shall submit the following data:

(d)(2) If the total firm target is more than the total initial target cost, the total initial target profit shall be decreased. If the total firm target cost is less than the total initial target cost, the total initial target profit shall be increased. The initial target profit shall be increased or decreased by *(Entered at Task Order Award) percent of the difference between the total initial target cost and the total firm target cost. The resulting amount shall be the total firm firm target profit; provided, that in no event shall the total firm target profit be less than *(Entered at Task Order Award) percent or more than *(Entered at Task Order Award) percent (Contracting Officer insert percents) of the total initial cost.*

(d)(4)(ii) If the total final negotiated cost is greater than the total firm target cost, the adjustment is the total firm target profit, less *(Entered at Task Order Award) percent of the amount by which the total final negotiated cost exceeds the total firm target cost.

(iii) If the total final negotiated cost is less than the total firm target cost, the adjustment is the total firm target profit, plus *(Entered at Task Order Award) percent of the amount by which the total final negotiated cost is less than the total firm target cost.*

(e) Submitting data for final price revision. Unless a firm fixed price has been established within *(Entered at Task Order Award) days after the end of the month in which the Contractor has delivered the last unit of supplies and completed the services specified by item number in paragraph (a) of this section, the Contractor shall submit in the format of Table 15-2, FAR 15.408 (or in any other form on which the parties agree)-

(End of clause)

(IF6053)

I-260 52.216-17 INCENTIVE PRICE REVISION-SUCCESSIVE TARGETS (OCT 1997) - ALTERNATE I APR/1984

(End of clause)

(IF6054)

I-261 52.216-18 ORDERING OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the PROCURING CONTRACTING OFFICER (PCO). Such orders may be issued from DATE OF AWARD through 10 YEARS AFTER DATE OF AWARD UNDER THE OPTION YEARS. ORDERS MAY BE ISSUED IN WRITING BY FACSIMILE OR BY ELECTRONIC COMMERCE METHODS BY THE CONTRACTING OFFICER.

(End of clause)

(IF6088)

I-262 52.216-19 ORDER LIMITATIONS OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the minimum order, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

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- (1) Any order for a single item in excess of \$5 Billion;
- (2) Any order for a combination of items in excess of \$5 Billion; or
- (3) A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within (Not Applicable) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

(IF6089)

I-263 52.216-22 INDEFINITE QUANTITY OCT/1995

- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 1 YEAR after the end of each option.

(End of clause)

(IF6097)

I-264 52.216-24 LIMITATION OF GOVERNMENT LIABILITY APR/1984

- (a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding the amount expressed in individual task orders.

- (b) The maximum amount for which the Government shall be liable if this contract is terminated will be designated in individual task orders.

(End of clause)

(IF6056)

I-265 52.216-25 CONTRACT DEFINITIZATION OCT/1997

- (a) A Cost Reimbursable or Firm Fixed Price definitive contract is contemplated. The Contractor agrees to submit a cost and fee or fixed price proposal and cost or pricing data supporting its proposal.

- (b) The schedule for definitizing this contract is TO BE DETERMINED IN EACH UNDEFINITIZED TASK ORDER.

(End of clause)

(IF6450)

I-266 52.217-8 OPTION TO EXTEND SERVICES NOV/1999

- The Contracting Officer may exercise the option by written notice to the Contractor within 30 DAYS OF EXPIRATION OF THE CONTRACT PERIOD.

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(End of clause)

(IF6096)

I-267 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT MAR/2000

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 day, provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years.

(End of clause)

(IF6066)

I-268 52.222-2 PAYMENT FOR OVERTIME PREMIUMS JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed AS DETERMINED IN EACH TASK ORDER or the overtime premium is paid for work as determined in each task order.

(End of clause)

(IF6048)

I-269 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001) - ALTERNATE I DEC/2001

NOTICE: The following term(s) of this clause are waived for this contract:WILL BE SPECIFIED IN TASK ORDER .

(End of clause)

(IF6044)

I-270 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES MAY/1989

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

EMPLOYEE CLASS MONETARY WAGE - FRINGE BENEFITS

May not be applicable on all Task Orders. Determination will be made at time of Task Order Competition.

(End of clause)

(IF6016)

I-271 52.222-49 SERVICE CONTRACT ACT - PLACE OF PERFORMANCE UNKNOWN MAY/1989

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following:

NONE

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The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by

THE OFFEROR NO LATER THAN 30 DAYS BEFORE INITIAL CLOSING DATE OF THE SOLICITATION.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

(End of clause)

(IF6500)

I-272 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA JAN/1997

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

MATERIAL
 (If none, insert "None") IDENTIFICATION NO.

CONTRACTOR TO LIST BY EACH TASK ORDER.

 (End of clause)

(IF6350)

I-273 52.223-7 NOTICE OF RADIOACTIVE MATERIALS JAN/1997

(a) The Contractor shall notify the Contracting Officer or designee, in writing, 30 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

* The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.601(d).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-

- (1) Be submitted in writing;
- (2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
- (3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision

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of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of clause)

(IF6015)

I-274 52.229-8 TAXES - FOREIGN COST-REIMBURSEMENT CONTRACTS MAR/1990

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government, or nation where goods or services are acquired, or from which the Contractor or any subcontractor under this contract is exempt under the laws, SOFAs or other agreements with the host nations or nations where the goods or services are acquired, shall not constitute an allowable cost under this contract.

(End of clause)

(IF6058)

I-275 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR APR/1984

Funds are not presently available for performance under this contract beyond THE PERIOD OF PERFORMANCE (POP)AS STATED IN INDIVIDUAL TASK ORDERS. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond THE DESIGNATED (POP), until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

(IF6068)

I-276 52.241-3 SCOPE AND DURATION OF CONTRACT FEB/1995

(a) For the period WILL BE SPECIFIED IN TASK ORDER, the Contractor agrees to furnish and the Government agrees to purchase WILL BE SPECIFIED IN TASK ORDER utility service in accordance with the applicable tariff(s), rules, and regulations as approved by the applicable governing regulatory body and as set forth in the contract.

(End of clause)

(IF6018)

I-277 52.241-6 SERVICE PROVISIONS FEB/1995

This clause will be used only for Utility services:

(a) Measurement of service. (1) All service furnished by the Contractor shall be measured by suitable metering equipment of standard manufacture, to be furnished, installed, maintained, repaired, calibrated, and read by the Contractor at its expense. When more than a single meter is installed at a service location, the readings thereof may be billed conjunctively, if appropriate. In the event any meter fails to register (or registers incorrectly) the service furnished, the parties shall agree upon the length of time of meter malfunction and the quantity of service delivered during such period of time. An appropriate adjustment shall be made to the next invoice for the purpose of correcting such errors. However, any meter which registers not more than (WILL BE SPECIFIED IN TASK ORDER) percent slow or fast shall be deemed correct.

(2) The Contractor shall read all meters at periodic intervals of approximately 30 days or in accordance with the policy of the cognizant regulatory body or applicable bylaws. All billings based on meter readings of less than (WILL BE SPECIFIED IN TASK ORDER) days shall be prorated accordingly.

(b) Meter test. (1) The Contractor, at its expense, shall periodically inspect and test Contractor-installed meters at intervals not exceeding (WILL BE SPECIFIED IN TASK ORDER) year(s). The Government has the right to have representation during

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the inspection and test.

(2) At the written request of the Contracting Officer, the Contractor shall make additional tests of any or all such meters in the presence of Government representatives. The cost of such additional tests shall be borne by the Government if the percentage of errors is found to be not more than (WILL BE SPECIFIED IN TASK ORDER) percent slow or fast.

(3) No meter shall be placed in service or allowed to remain in service which has an error in registration in excess of (WILL BE SPECIFIED IN TASK ORDER) percent under normal operating conditions.

(c) Change in volume or character. Reasonable notice shall be given by the Contracting Officer to the Contractor regarding any material changes anticipated in the volume or characteristics of the utility service required at each location.

(d) Continuity of service and consumption. The Contractor shall use reasonable diligence to provide a regular and uninterrupted supply of service at each service location, but shall not be liable for damages, breach of contract or otherwise, to the Government for failure, suspension, diminution, or other variations of service occasioned by or in consequence of any cause beyond the control of the Contractor, including but not limited to acts of God or of the public enemy, fires, floods, earthquakes, or other catastrophe, strikes, or failure or breakdown of transmission or other facilities. If any such failure, suspension, diminution, or other variation of service shall aggregate more than -6- hour(s) during any billing period hereunder, an equitable adjustment shall be made in the monthly billing specified in this contract (including the minimum monthly charge).

(End of clause)

(IF6019)

I-278 52.241-7 CHANGE IN RATES OR TERMS AND CONDITIONS OF SERVICE FOR REGULATED SERVICES FEB/1995

(a) This clause applies to the extent services furnished under this contract are subject to regulation by a regulatory body. The Contractor agrees to give written notice of (1) the filing of an application for change in rates or terms and conditions of service concurrently with the filing of the application and (2) any changes pending with the regulatory body as of the date of contract award. Such notice shall fully describe the proposed change. If, during the term of this contract, the regulatory body having jurisdiction approves any changes, the Contractor shall forward to the Contracting Officer a copy of such changes within 15 days after the effective date thereof. The Contractor agrees to continue furnishing service under this contract in accordance with the amended tariff, and the Government agrees to pay for such service at the higher or lower rates as of the date when such rates are made effective.

(End of clause)

(IF6020)

I-279 52.244-2 SUBCONTRACTS AUG/1998

(e) Even if the Contractor has an approved purchasing system, the Contractor shall obtain the Contracting Officer's written consent before placing the following subcontracts:

Any subcontracts over \$550,000.00

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

To Be Determined

(End of clause)

(IF6205)

I-280 52.244-2 SUBCONTRACTS (AUG 1998) - ALTERNATE I JAN/2006

Substitute the following paragraph (f)(2) for paragraph (f)(2) of the basic clause:

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(f)(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of the Task Order. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

I-281 52.246-20 WARRANTY OF SERVICES MAY/2001

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or noncompliance to the Contractor. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.

(End of clause)

(IF6061)

I-282 52.247-24 ADVANCE NOTIFICATION BY THE GOVERNMENT APR/1984

The Government will notify the Contractor in advance of the number of pieces and weight of all normal shipments and the time the shipment will be available for pickup. On other-than-normal shipments, the Government will furnish additional information; e.g., dimension of oversized pieces, as necessary to determine the amount of equipment and/or manpower needed to perform the required services.

(End of clause)

(IF6303)

I-283 252.217-7027 CONTRACT DEFINITIZATION OCT/1998
DFARS

(a) The type of contract issued will be determined in each Task Order. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract action will be determined in each Task Order but dates not to exceed 180 days. Each of these dates will be specified by the PCO in accordance with set policy.

Target Date for Definitization:

Date for Submission of Proposal:

Date for Beginning of Negotiations:

Dates for submission of make-or-buy and subcontracting plans and cost or pricing data:

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated PRICE, and in no event to exceed the basis of estimate.

(End of clause)

(IA6702)

I-284 252.225-7043 ANTITERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE UNITED STATES MAR/2006
DFARS

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Name of Offeror or Contractor:

- (a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.
- (b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall
- (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
- (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
- (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
- (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.
- (c) The requirements of this clause do not apply to any subcontractor that is
- (1) A foreign government;
- (2) A representative of a foreign government; or
- (3) A foreign corporation wholly owned by a foreign government.
- (d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from CINC/ASCC

(End of clause)

(IA6720)

I-285	252.237-7017	INDIVIDUAL LAUNDRY	DEC/1991
	DFARS		

- (a) The Contractor shall provide laundry service under this contract on both a unit bundle and on a piece-rate bundle basis for individual personnel.
- (b) The total number of pieces listed in the Estimated Quantity column in the schedule is the estimated amount of individual laundry for this contract. The estimate is for information only and is not a representation of the amount of individual laundry to be ordered. Individuals may elect whether or not to use the laundry services.
- (c) Charges for individual laundry will be on a per unit bundle or a piece-rate basis. The Contractor shall provide individual laundry bundle delivery tickets for use by the individuals in designating whether the laundry is a unit bundle or a piece-rate bundle. An individual laundry bundle will be accompanied by a delivery ticket listing the contents of the bundle.
- (d) The maximum number of pieces to be allowed per bundle is as specified in the schedule and as follows
- (1) Bundle consisting of 26 pieces, including laundry bag. This bundle will contain approximately (See Task Order) pieces of outer garments which shall be starched and pressed. Outer garments include, but are not limited to, shirts, trousers, jackets, dresses, and coats.
- (2) Bundle consisting of 13 pieces, including laundry bag. This bundle will contain approximately (See Task Order) pieces of outer garments which shall be starched and pressed. Outer garments include, but are not limited to, shirts, trousers, jackets, dresses, and coats.

(End of clause)

(IA6725)

I-286	252.237-7019	TRAINING FOR CONTRACTOR PERSONNEL INTERACTING WITH DETAINEES	SEP/2005
	DFARS		

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(a) Definitions. As used in this clause

Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Detainee means a person in the custody or under the physical control of the Department of Defense on behalf of the United States Government as a result of armed conflict or other military operation by United States armed forces.

Personnel interacting with detainees means personnel who, in the course of their duties, are expected to interact with detainees.

(b) Training requirement. This clause implements Section 1092 of the National Defense Authorization Act for Fiscal Year 2005 (Pub. L. 108-375).

(1) The Combatant Commander responsible for the area where a detention or interrogation facility is located will provide training for contractor personnel interacting with detainees. The training will address the international obligations and laws of the United States applicable to the detention of personnel, including the Geneva Conventions. The Combatant Commander will issue a training receipt document to personnel who have completed the training.

(2)(i) The Contractor shall arrange for its personnel interacting with detainees to

(A) Receive the training specified in paragraph (b)(1) of this clause prior to interacting with detainees and annually thereafter; and

(B) Acknowledge receipt of the training through acknowledgement of the training receipt document specified in paragraph (b)(1) of this clause.

(ii) To make these arrangements, the following points of contact apply:
[Contracting Officer to insert applicable point of contact information cited in PGI 237.171-3(b).]

(3) The Contractor and its personnel interacting with detainees shall retain a copy of the training receipt document(s) issued and acknowledged in accordance with paragraphs (b)(1) and (2) of this clause until the contract is closed.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that may require contractor personnel to interact with detainees in the course of their duties.

(End of clause)

(IA6721)

I-287	52.228-4567	REQUIRED INSURANCE	MAY/2005
	LOCAL		

Pursuant to paragraph (a) of FAR Clause 52.228-5, Insurance Work on a Government Installation, or FAR Clause 52.228-7, Insurance Liability to Third Persons, the Contractor shall procure and maintain the following insurance during the entire period of performance under this contract for CONUS work:

<u>TYPE</u>	<u>AMOUNT</u>
Workmens Compensation	As required by Law
Employers Liability	Minimum liability limit \$100,000
General Liability	Minimum bodily injury limits, \$500,000 per occurrence
Automobile Liability	Minimum liability of \$200,000 per person, \$500,000 per occurrence for bodily injury, and \$20,000 per occurrence for property damage
Aircraft Public and Passenger Liability	Coverage required when contract performance involves use of aircraft: Minimum liability of \$200,000 per person, \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Passenger

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		liability shall be at least \$200,000 multiplied by the number of seats or number of passengers, whichever is greater.		
Vessel Collision Liability		Coverage required when contract performance involves use of vessels: Minimum liability of \$5,000,000 or the market value of the property being shipped by vessel, whichever is greater		
		(End of clause)		
(IS6020)				
I-288	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS	OCT/1997	

		(End of clause)		
I-289	52.223-11	OZONE-DEPLETING SUBSTANCES	MAY/2001	

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in a manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:				
WARNING				
Contains (or manufactured with, if applicable) _____*_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."				
*The Contractor shall insert the name of the substance(s).				
		(End of clause)		
(IF7098)				
I-290	52.227-14	RIGHTS IN DATA - GENERAL - ALTERNATE II	JUN/1987	

(a) These data are submitted with limited rights under Government Contract No. DAAA0902D0007 (and ANY subcontracts as applicable),***				
		(End of notice)		
(IF7393)				
I-291	52.228-9	CARGO INSURANCE	MAY/1999	
(a) The Contractor, at the Contractor's expense, shall provide and maintain, during the continuance of this contract, cargo insurance of \$ <u>TO BE SPECIFIED BY TASK ORDER</u> per vehicle to cover the value of property on each vehicle and of \$ <u>TO BE SPECIFIED BY TASK ORDER</u> to cover the total value of property in the shipment.				
(b) All insurance shall be written on companies acceptable to Headquarters, US Army Sustainment Command, Rock Island, Illinois 61299-6500, and policies shall include such terms and conditions as required by Headquarters, US Army Sustainment Command, Rock Island, Illinois 61299-6500. The contractor shall provide evidence of acceptable cargo insurance to Headquarters, US Army Sustainment Command, Rock Island, Illinois 61299-6500 before commencing operations under this contract.				
(c) Each cargo insurance policy shall include the following statement:				
It is a condition of this policy that the Company shall furnish --				

Name of Offeror or Contractor:

(1) Written notice to Headquarters, US Army Sustainment Command, Rock Island, Illinois 61299-6500, 30 days in advance of the effective date of any reduction in, or cancellation of, this policy; and

(2) Evidence of any renewal policy to the address specified in paragraph (1) of this statement, not less than 15 days prior to the expiration of any current policy on file with Headquarters, US Army Sustainment Command, Rock Island, Illinois 612900-6500.

(End of clause)

(IF7302)

I-292 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS

FEB/2006

(a) Definitions. As used in this clause-

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

(IF7045)

I-293 52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-
HOUR CONTRACTS) (DEVIATION)

MAY/2004

(a) Government-furnished property.

(1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of-

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or

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(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property.

(1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any-

- (i) Decrease or substitution in this property pursuant to paragraph (b)(1) of this clause; or
- (ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) Title.

(1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon-

- (i) Issuance of the property for use in contract performance;
- (ii) Commencement of processing of the property for use in contract performance; or
- (iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration.

(1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of

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Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Limited risk of loss.

(1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in paragraphs (g)(2) and (g)(3) of this clause.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)-

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3)(i) If the Contractor fails to act as provided by subdivision (g)(2)(v) of this clause, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage-

- (A) Did not result from the Contractor's failure to maintain an approved program or system; or
- (B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The contractor shall notify the Contracting Officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of-

- (i) The lost, destroyed, or damaged Government property;
- (ii) The time and origin of the loss, destruction, or damage;
- (iii) All known interests in commingled property of which the Government property is a part; and

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(iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this paragraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for-

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) Government property disposal. Except as provided in paragraphs (i)(1)(i), (i)(2), and (i)(8)(i) of this clause, the Contractor shall not dispose of Government property until authorized to do so by the Plant Clearance Officer.

(1) Scrap.

(i) Contractor with an approved scrap procedure.

(A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing, the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that-

- (1) Requires demilitarization;
- (2) Is a classified item;
- (3) Is generated from classified items;
- (4) Contains hazardous materials or hazardous wastes;
- (5) Contains precious metals; or
- (6) Is dangerous to the public health, safety, or welfare.

(ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap.

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- (2) Pre-disposal requirements. When the Contractor determines that a property item acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, is no longer needed for performance of this contract, the Contractor, in the following order of priority:
- (i) May purchase the property at the acquisition cost.
 - (ii) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices).
 - (iii) Shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not purchased under paragraph (i)(2)(i) of this clause, could not be returned to a supplier, or could not be used in the performance of other Government contracts.
- (3) Inventory disposal schedules.
- (i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify-
 - (A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of that contract; and
 - (B) Property acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, that is no longer required for performance of that contract.
 - (ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.
 - (iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for-
 - (A) Special test equipment with commercial components;
 - (B) Special test equipment that does not contain commercial components;
 - (C) Printing equipment;
 - (D) Computers, components thereof, peripheral equipment, and related equipment;
 - (E) Precious Metals;
 - (F) Nonnuclear hazardous materials or hazardous wastes; or
 - (G) Nuclear materials or nuclear wastes.
 - (iv) Property with the same description, condition code, and reporting location may be grouped in a single line item. The Contractor shall describe special test equipment in sufficient detail to permit an understanding of the special test equipment's intended use.
- (4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than-
- (i) Thirty days following the Contractor's determination that a Government property item is no longer required for performance of the contract;
 - (ii) Sixty days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or
 - (iii) One hundred twenty days, or such longer period as may be approved by the Plant Clearance Officer, following contract termination in whole or in part.
- (5) Corrections. The Plant Clearance Officer may require the Contractor to correct an inventory disposal schedule or may reject a schedule if the property identified on the schedule is not accountable under this contract or is not in the quantity or condition indicated.
- (6) Postsubmission adjustments. The Contractor shall provide the Plant Clearance Officer at least 10 working days advance written notice of its intent to remove a property item from an approved inventory disposal schedule. Unless the Plant Clearance Officer objects to the intended schedule adjustment within the notice period, the Contractor may make the adjustment upon expiration of the notice period.
- (7) Storage.

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- (i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to provide disposal instructions within 120 days following acceptance of an inventory disposal schedule, might entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.
- (ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises at which the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility must be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability under this contract for such property.
- (8) Disposition instructions.
- (i) If the Government does not provide disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.
- (ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Government property as directed by the Plant Clearance Officer. The Contractor shall remove and destroy any markings identifying the property as Government property prior to disposing of the property.
- (iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. Any equitable adjustment incident to the Contracting Officer's direction to demilitarize Government property shall be made in accordance with paragraph (h) of this clause.
- (9) Disposal proceeds. The Contractor shall credit the net proceeds from the disposal of Government property to the cost of work covered by this contract, or to the Government as directed by the Contracting Officer.
- (10) Subcontractor inventory disposal schedules. The Contractor shall require a subcontractor that is using property accountable under this contract at a subcontractor-managed site to submit inventory disposal schedules to the Contractor in sufficient time for the Contractor to comply with the requirements of paragraph (i)(4) of this clause.
- (j) Abandonment of Government property.
- (1) The Government will not abandon sensitive Government property without the Contractor's written consent;
- (2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place at which time all obligations of the Government regarding such abandoned property shall cease.
- (3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.
- (k) Communications. All communications under this clause shall be in writing.
- (l) Overseas contracts. If this contract is to be performed outside the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

(IF7120)

I-294 52.245-8 LIABILITY FOR THE FACILITIES (CLASS DEVIATION 99-O0008) JAN/1997

- (g) When there is any loss or destruction of, or damage to, the facilities with the exception of low value property for which the loss, damage, or destruction is required to be reported at contract termination, completion, or when needed for continued contract performance--

 (End of clause)

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(IF7121)

I-295 52.245-9 USE AND CHARGES

AUG/2005

(a) Definitions. As used in this clause:

Acquisition cost means the acquisition cost recorded in the Contractors property control system or, in the absence of such record, the value attributed by the Government to a Government property item for purposes of determining a reasonable rental charge.

Government property means all property owned by or leased to the Government or acquired by the Government under the terms of the contract. It includes both Government-furnished property and contractor-acquired property as defined in FAR 45.101.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or equipment.

Rental period means the calendar period during which Government property is made available for nongovernmental purposes.

Rental time means the number of hours, to the nearest whole hour, rented property is actually used for nongovernmental purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) Use of Government property. The Contractor may use the Government property without charge in the performance of

(1) Contracts with the Government that specifically authorize such use without charge;

(2) Subcontracts of any tier under Government prime contracts if the Contracting Officer having cognizance of the prime contract

(i) Approves a subcontract specifically authorizing such use; or

(ii) Otherwise authorizes such use in writing; and

(3) Other work, if the Contracting Officer specifically authorizes in writing use without charge for such work.

(c) Rental. If granted written permission by the Contracting Officer, or if it is specifically provided for in the Schedule, the Contractor may use the Government property (except material) for a rental fee for work other than that provided in paragraph (b) of this clause. Authorizing such use of the Government property does not waive any rights of the Government to terminate the Contractors right to use the Government property. The rental fee shall be determined in accordance with the following paragraphs.

(d) General.

(1) Rental requests shall be submitted to the Administrative Contracting Officer (ACO), identify the property for which rental is requested, propose a rental period, and compute an estimated rental charge by using the Contractors best estimate of rental time in the formulae described in paragraph (e) of this clause.

(2) The Contractor shall not use Government property for nongovernmental purposes, including Independent Research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(e) Rental charge.

(1) Real property and associated fixtures.

(i) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The Contractor shall submit the appraisal to the ACO at least 30 days prior to the date the property is needed for nongovernmental use. Except as provided in paragraph (e)(1)(iii) of this clause, the ACO shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the ACO believes the appraisal rental rate is unreasonable, the ACO shall promptly notify the Contractor. The parties may agree on an alternative means for computing a reasonable rental charge.

(iv) The Contractor shall obtain, at its expense, additional property appraisals in the same manner as provided in paragraph (e)(1)(i) if the effective period has expired and the Contractor desires the continued use of property for nongovernmental use. The Contractor may obtain additional appraisals within the effective period of the current appraisal if the market prices decrease substantially.

(2) Other Government property. The Contractor may elect to compute the rental charge using the appraisal method described in paragraph (e)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour: The rental charge is calculated by multiplying 2 percent of the acquisition cost by the hours of rental time, and dividing by 720.

(3) Alternative methodology. The Contractor may request consideration of an alternative basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(f) Rental payments.

(1) Rent is due 60 days following completion of the rental period or as otherwise specified in the contract. The Contractor shall compute the rental due, and furnish records or other supporting data in sufficient detail to permit the ACO to verify the rental time and computation. Payment shall be made by check payable to the Treasurer of the United States and sent to the

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contract administration office identified in this contract, unless otherwise specified by the Contracting Officer.

(2) Interest will be charged if payment is not made by the date specified in paragraph (f)(1) of this clause. Interest will accrue at the Renegotiation Board Interest Rate (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Governments acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractors unauthorized use of Government property or any other failure to perform this contract according to its terms.

(g) Use revocation. At any time during the rental period, the Government may revoke nongovernmental use authorization and require the Contractor, at the Contractors expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(h) Unauthorized use. The unauthorized use of Government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

(End of clause)

(IF7007)

I-296 52.247-2 PERMITS, AUTHORITIES, OR FRANCHISES JAN/1997

(a) The offeror certifies that the offeror does (), does not (), hold authorization from the Federal Highway Administration or other cognizant regulatory body. If authorization is held, it is as follows: CERTIFICATION TO BE DONE AS NEEDED AT TASK ORDER AWARD

(Name of regulatory body)

(Authorization No.) ***

(End of clause)

(IF7300)

I-297 52.247-19 STOPPING IN TRANSIST FOR PARTIAL UNLOADING APR/1984

When multiple shipments are tendered at one time to the Contractor for movement from one origin to two or more consignees along the route between the origin and the last destination, the rate charged shall be the rate applicable to the aggregate weight, plus a charge of \$ (TBD AT TASK ORDER AWARD) for each shipment unloaded at an intermediate point en route to the last destination.

(End of clause)

(IF7301)

I-298 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

I-299 252.211-7006 RADIO FREQUENCY IDENTIFICATION MAY/2006
DFARS

(a) Definitions. As used in this clause

Advance shipment notice means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

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Bulk commodities means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

- (1) Sand.
- (2) Gravel.
- (3) Bulk liquids (water, chemicals, or petroleum products).
- (4) Ready-mix concrete or similar construction materials.
- (5) Coal or combustibles such as firewood.
- (6) Agricultural products such as seeds, grains, or animal feed.

Case means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

Electronic Product Code (EPC) means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC data consists of an EPC (or EPC identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC tags. In addition to this standardized data, certain classes of EPC tags will allow user-defined data. The EPC tag data standards will define the length and position of this data, without defining its content.

EPCglobal means a joint venture between EAN International and the Uniform Code Council to establish and support the EPC network as the global standard for immediate, automatic, and accurate identification of any item in the supply chain of any company, in any industry, anywhere in the world.

Exterior container means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

Palletized unit load means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

Passive RFID tag means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response.

- (1) Until September 30, 2006, the acceptable tags are
 - (i) EPC Class 0 passive RFID tags that meet the EPCglobal Class 0 specification; and
 - (ii) EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 specification. This includes both the Generation 1 and Generation 2 Class 1 specifications.
- (2) Beginning October 1, 2006, the only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 Generation 2 specification. Class 0 and Class 1 Generation 1 tags will no longer be accepted after September 30, 2006.

Radio Frequency Identification (RFID) means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

Shipping container means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

- (b)(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case and palletized unit load packaging levels, for shipments of items that
 - (i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, APL1.111:

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- (A) Subclass of Class I Packaged operational rations.
- (B) Class II Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.
- (C) Class IIIP Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.
- (D) Class IV Construction and barrier materials.
- (E) Class VI Personal demand items (non-military sales items).
- (F) Subclass of Class VIII Medical materials (excluding pharmaceuticals, biologicals, and reagents).
- (G) Class IX Repair parts and components including kits, assemblies and subassemblies, repairable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and
 - (ii) Are being shipped to any of the following locations:
 - (A) Defense Distribution Depot, Susquehanna, PA: DoDAAC W25G1U or SW3124.
 - (B) Defense Distribution Depot, San Joaquin, CA: DoDAAC W62G2T or SW3224.
 - (C) Defense Distribution Depot, Albany, GA: DoDAAC SW3121.
 - (D) Defense Distribution Depot, Anniston, AL: DoDAAC W31G1Z or SW3120.
 - (E) Defense Distribution Depot, Barstow, CA: DoDAAC SW3215.
 - (F) Defense Distribution Depot, Cherry Point, NC: DoDAAC SW3113.
 - (G) Defense Distribution Depot, Columbus, OH: DoDAAC SW0700.
 - (H) Defense Distribution Depot, Corpus Christi, TX: DoDAAC W45H08 or SW3222.
 - (I) Defense Distribution Depot, Hill, UT: DoDAAC SW3210.
 - (J) Defense Distribution Depot, Jacksonville, FL: DoDAAC SW3122.
 - (K) Defense Distribution Depot, Oklahoma City, OK: DoDAAC SW3211.
 - (L) Defense Distribution Depot, Norfolk, VA: DoDAAC SW3117.
 - (M) Defense Distribution Depot, Puget Sound, WA: DoDAAC SW3216.
 - (N) Defense Distribution Depot, Red River, TX: DoDAAC W45G19 or SW3227.
 - (O) Defense Distribution Depot, Richmond, VA: DoDAAC SW0400.
 - (P) Defense Distribution Depot, San Diego, CA: DoDAAC SW3218.
 - (Q) Defense Distribution Depot, Tobyhanna, PA: DoDAAC W25G1W or SW3114.
 - (R) Defense Distribution Depot, Warner Robins, GA: DoDAAC SW3119.
 - (S) Air Mobility Command Terminal, Charleston Air Force Base, Charleston, SC: Air Terminal Identifier Code CHS.
 - (T) Air Mobility Command Terminal, Naval Air Station, Norfolk, VA: Air Terminal Identifier Code NGU.
 - (U) Air Mobility Command Terminal, Travis Air Force Base, Fairfield, CA: Air Terminal Identifier Code SUU.
- (2) Bulk commodities are excluded from the requirements of paragraph (b)(1) of this clause.

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(c) The Contractor shall ensure that

(1) The data encoded on each passive RFID tag are unique (i.e., the binary number is never repeated on any and all contracts) and conforms to the requirements in paragraph (d) of this clause;

(2) Each passive tag is readable; and

(3) The passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the most recent EPC\ '99 Tag Data Standards document, available at http://www.epcglobalinc.org/standards_technology/specifications.html.

(1) If the Contractor is an EPCglobal\ '99 subscriber and possesses a unique EPC\ '99 company prefix, the Contractor may use any of the identity types and encoding instructions described in the most recent EPC\ '99 Tag Data Standards document to encode tags.

(2) If the Contractor chooses to employ the DoD Identity Type, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) Code and shall encode the tags in accordance with the tag identity type details located at http://www.acq.osd.mil/log/rfid/tag_data.htm. If the Contractor uses a third party packaging house to encode its tags, the CAGE code of the third party packaging house is acceptable.

(3) Regardless of the selected encoding scheme, the Contractor is responsible for ensuring that each tag contains a globally unique identifier.

(e) Receiving report. The Contractor shall electronically submit advance shipment notice(s) with the RFID tag identification (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at http://www.acq.osd.mil/log/rfid/advance_shipment_ntc.htm.

(End of clause)

(IA7020)

I-300 252.216-7003 ECONOMIC PRICE ADJUSTMENT-WAGE RATES OR MATERIAL PRICES CONTROLLED BY JUN/1997
DFARS A FOREIGN GOVERNMENT

(a) The Contractor represents that the prices set forth in this contract-

(1) Are based on the wage rate(s) or material price(s) established and controlled by the Government of (TBD AT TASK ORDER AWARD) (Offeror insert name of host country); and

(End of clause)

(IA7002)

I-301 252.225-7040 CONTRACTOR PERSONNEL SUPPORTING A FORCE DEPLOYED OUTSIDE THE UNITED JUN/2006
DFARS STATES

(a) Definitions. As used in this clause

Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Other military operations means a range of military force responses that can be projected to accomplish assigned tasks. Such operations may include one or a combination of the following: civic action, humanitarian assistance, civil affairs, and other military activities to develop positive relationships with other countries; confidence building and other measures to reduce military tensions; military presence; activities to convey messages to adversaries; military deceptions and psychological operations; quarantines, blockades, and harassment operations; raids; intervention operations; armed conflict involving air, land, maritime, and strategic warfare operations; support for law enforcement authorities to counter international criminal activities (terrorism, narcotics trafficking, slavery, and piracy); support for law enforcement

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authorities to suppress domestic rebellion; and support for insurgency, counterinsurgency, and civil war in foreign countries.

Theater of operations means an area defined by the combatant commander for the conduct or support of specified operations.

(b) General.

(1) This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in

- (i) Contingency operations;
- (ii) Humanitarian or peacekeeping operations;
- (iii) Other military operations; or
- (iv) Military exercises designated by the Combatant Commander.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. The Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians accompanying the U.S. Armed Forces.

- (i) Except as provided in paragraph (b)(3)(ii) of this clause, Contractor personnel are not authorized to use deadly force against enemy armed forces other than in self-defense.
- (ii) Private security Contractor personnel are authorized to use deadly force only when necessary to execute their security mission to protect assets/persons, consistent with the mission statement contained in their contract.
- (iii) Civilians who accompany the U.S. Armed Forces lose their law of war protection from direct attack if and for such time as they take a direct part in hostilities.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support.

(1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because

- (A) The Contractor cannot obtain effective security services;
- (B) Effective security services are unavailable at a reasonable cost; or
- (C) Threat conditions necessitate security through military means.

(ii) The Contracting Officer shall include in the contract the level of protection to be provided to Contractor personnel.

(iii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the theater of operations may be provided resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in

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this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(4) Contractor personnel must have a letter of authorization issued by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the theater of operations. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(e) Pre-deployment requirements. (1) The Contractor shall ensure that the following requirements are met prior to deploying personnel in support of U.S. Armed Forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

(i) All required security and background checks are complete and acceptable.

(ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a theater of operations and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.

(iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(v) All personnel have received personal security training. At a minimum, the training shall

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a violation of the law of war when committed by a civilian national of the United States;

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(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) When there is a formal declaration of war by Congress, Contractor personnel authorized to accompany U.S. Armed Forces may be subject to prosecution under the Uniform Code of Military Justice.

(f) Processing and departure points. Deployed Contractor personnel shall

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific theater of operations entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) Personnel data list.

(1) In accordance with DoD Instruction 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel that deploy with or otherwise provide support in the theater of operations to U.S. Armed Forces as specified in paragraph (b)(1) of this clause. The list shall include each individuals general location in the theater of operations. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate automated system(s) to use for this effort.

(2) The Contractor shall ensure that all employees on the list have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this clause. Such action may be taken at the Governments discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall

(i) Identify all personnel who are subject to military mobilization;

(ii) Detail how the position would be filled if the individual were mobilized; and

(iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

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- (4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.
- (j) Weapons.
- (1) If the Contractor requests that its personnel performing in the theater of operations be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, paragraph 6.3.4.1 or, if the contract is for security services, paragraph 6.3.5.3. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.
- (2) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons
- (i) The Contracting Officer may authorize the Contractor to issue Contractor-owned weapons and ammunition to specified employees; or
- (ii) The [Contracting Officer to specify the appropriate individual, e.g., Contracting Officers Representative, Regional Security Officer] may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.
- (3) The Contractor shall ensure that its personnel who are authorized to carry weapons
- (i) Are adequately trained to carry and use them
- (A) Safely;
- (B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and
- (C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;
- (ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and
- (iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.
- (4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.
- (5) Upon redeployment or revocation by the Combatant Commander of the Contractors authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.
- (k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations.
- (l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the theater of operations whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.
- (m) Evacuation.
- (1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.
- (2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.
- (n) Next of kin notification and personnel recovery.
- (1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event

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an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.

(o) Mortuary affairs. Mortuary affairs for Contractor personnel who die while accompanying the U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in

- (1) Contingency operations;
- (2) Humanitarian or peacekeeping operations;
- (3) Other military operations; or
- (4) Military exercises designated by the Combatant Commander.

(End of clause)

(IA7200)

I-302	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
	DFARS		

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(End of clause)

(IA7035)

I-303	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD	NOV/2005
	DFARS	CONTRACTS)	

In addition to the clauses listed in paragraph (c) of the Subcontracts for Commercial Items clause of this contract (Federal Acquisition Regulation 52.244-6), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).
- 252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631).

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252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

(IA7745)

I-304 52.201-4500 AUTHORITY OF GOVERNMENT REPRESENTATIVE FEB/1993
LOCAL

The Contractor is advised that contract changes, such as engineering changes, will be authorized only by the Contracting Officer or his representative in accordance with the terms of the contract. No other Government representative, whether in the act of technical supervision or administration, is authorized to make any commitment to the Contractor or to instruct the Contractor to perform or terminate any work, or to incur any obligation. Project Engineers, Technical Supervisors and other groups are not authorized to make or otherwise direct changes which in any way affect the contractual relationship of the Government and the Contractor.

(End of clause)

(IS7025)

I-305 52.216-4592 TASK AND DELIVERY ORDER OMBUDSMAN MAR/2006
LOCAL

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors regarding fair opportunity to be considered for task and/or delivery orders under multiple award contracts. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the contracting officer, source selection official or program manager. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings).

(c) If resolution cannot be made by the contracting officer, concerned parties may contact the appointed task and delivery order ombudsman [Mr. Greg Kwinski, HQ, Army Sustainment Command, ATTN: AMSAS-GC/Kwinski, Rock Island, IL, 61299, Telephone: (309)782- 3584, Facsimile: (309)782- 8469, E-Mail: greg.kwinski@us.army.mil].

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.

(End of clause)

(IS7080)

I-306 252.219-7012 DOD MENTOR-PROTEGE PROGRAM NOV/2005
a. This clause does not apply to small business concerns.

b. Utilization of the Pilot Mentor-Protege Program is encouraged. Under the Program, eligible companies approved as mentor firms enter into a mentor-protege agreement with eligible protege firms. The goal of the program is to provide appropriate developmental assistance to enhance the capabilities of the protege firm. The Mentor firm may be eligible for cost reimbursement or credit against their applicable subcontracting goals.

c. Mentor firms are encouraged to identify and select concerns that are defined as emerging small disadvantaged business, women-owned small business, HUBZone small business, service-disabled veteran-owned small business, or an eligible entity employing the severely disabled.

d. Full details of the program are located at http://www.acq.osd.mil/sadbu/mentor_protege/, <http://sellingtoarmy.info/>, DFARS Appendix I, and DFARS Subpart 219.71, "Pilot Mentor-Protege Program."

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(End of clause)

(IS7100)

I-307 52.229-4562 CALIFORNIA SALES AND USE TAX NOTICE (AL 92-1) MAY/1992
LOCAL

If this contract contains either the clause at FAR 52.245-2, Government Property (Fixed-Price Contracts), or 52.245-5, Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts), California sales tax on the purchase of any tangible personal property for the performance of this contract is not an allowable cost. Such purchases can be made tax-free by giving California vendors resale certificates, the form for which is prescribed by California tax authorities. This California sales tax exemption does not apply to the purchase of any property to be incorporated into real property located in California.

(End of clause)

(IS7002)

I-308 52.245-4527 CENTRALLY REPORTABLE INDUSTRIAL PLANT EQUIPMENT NOV/1992
LOCAL

(a) The Contractor shall prepare a DD Form 1342 (Appendix F, F200.1342) for each item of equipment identified as industrial plant equipment (IPE), including items which are a part of a manufacturing system or components of special test equipment. The forms will be prepared in accordance with instructions contained in AR 700 43/NAVSUP PUB 5009/AFM 78 1/DSAM 4214 1. The DD Form 1342 prepared at the time IPE is no longer required for the purpose authorized or provided shall reflect all changes in data not previously reported to the Defense General Supply Center (DGSC). The Contractor shall retain the original of each DD Form 1342 which may be used as the official property record. Copies of the DD Form 1342 shall be forwarded directly to DGSC through the property administrator. Each DD Form 1342 will be prepared and forwarded within 15 days after the event which created the need for its preparation and forwarding. AR 700 43/NAVSUP PUB 5009/AFM 78 1/DSAM 4315.1 is available from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

(b) IPE is identified by noun name in joint DOD IPE handbooks as listed in 12 312. Additional handbooks and page changes to existing handbooks, with asterisks denoting additions to the IPE scope, shall be published as required. Reporting of newly listed items which are in the possession of the contractor shall be accomplished within 180 days following the date of the new handbook or the page change.

(End of clause)

(IS7034)

I-309 52.245-4534 REQUEST FOR USE OF ACCOUNTABLE PROPERTY NOV/1992
LOCAL

(a) The Contractor agrees that any request for use of accountable property is at no direct cost to the Government.

(b) Any request for use of accountable property must identify the prime solicitation or contract number (if you are a subcontractor then include your subcontract number and the prime contractor's name, address and prime solicitation or prime contract number), the item, quantity, period of use and the agency, the Contracting Officer's name, address and phone number of the prime solicitation or prime contract for which use is requested. If you are a subcontractor then you should obtain this information from your prime contractor well in advance of any request for use of accountable property.

(End of clause)

(IS7040)

I-310 52.245-4569 FORCE PROTECTION COSTS FEB/2004
LOCAL

Contractors shall ensure that costs associated with force protection are incorporated into normal operating or overhead costs for all contracts awarded as of 1 October 2005 (Fiscal Year 2006).

(End of clause)

(IS7050)

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I -313 252.225-7006 QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (JUN 2005)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Reporting requirement. Except as provided in paragraph (c) of this clause, within 10 days after the end of each quarter of the Governments fiscal year, the Contractor shall report any subcontract, purchase, or intracompany transfer that

- (1) Will be or has been performed outside the United States;
- (2) Exceeds the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and
- (3) Has not been identified in a report for a previous quarter.

(c) Exception. Reporting under this clause is not required if

- (1) A foreign place of performance is the principal place of performance of the contract; and
- (2) The Contractor specified the foreign place of performance in its offer.

(d) Submission of reports. The Contractor shall submit the reports required by this clause to: Deputy Director of Defense Procurement and Acquisition Policy (Program Acquisition and International Contracting), OUSD(AT&L)DPAP(PAIC), Washington, DC 20301-3060.

(e) Report format. The Contractor

- (1) Shall submit reports using
 - (i) DD Form 2139, Report of Contract Performance Outside the United States; or
 - (ii) A computer-generated report that contains all information required by DD Form 2139; and
- (2) May obtain copies of DD Form 2139 from the Contracting Officer or via the Internet at <http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm>.

(f) Subcontracts. The Contractor

- (1) Shall include the substance of this clause in all first-tier subcontracts exceeding \$500,000, except those for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence;
- (2) Shall provide the number of this contract to its subcontractors required to submit reports under this clause; and
- (3) Shall require the subcontractor, with respect to performance of its subcontract, to comply with the requirements directed to the Contractor in paragraphs (b) through (e) of this clause.

(End of clause)

*** END OF NARRATIVE I 001 ***

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SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 001	SCENARIO			
Attachment 002	LIST OF CDRLS			
Attachment 003	PRAG FORM 1			
Attachment 004	PRAG FORM 2			
Attachment 005	PRAG QUESTIONNAIRE			
Attachment 006	COST FORMS			
Attachment 007	SMALL BUSINESS TOTAL CONTRACT DOLLARS			
Attachment 008	CONSTRUCTION FAR CLAUSE 1		047	
Attachment 009	CONSTRUCTION FAR CLAUSE 2		039	
Attachment 010	CONSTRUCTION FAR CLAUSE 3		063	
Attachment 011	CONSTRUCTION FAR CLAUSE 4		052	
Attachment 012	CONSTRUCTION FAR CLAUSE 5		056	
Attachment 013	CONSTRUCTION FAR CLAUSE 6		056	
Attachment 014	CONSTRUCTION FAR CLAUSE 7		043	
Attachment 015	CONSTRUCTION FAR CLAUSE 8		041	
Attachment 016	CONSTRUCTION DFAR CLAUSE 1		032	
Attachment 017	CONSTRUCTION DESIGN BUILD		008	
Attachment 018	CONSTRUCTION SPECIAL CLAUSES AND SPECS		129	
Attachment 019	CONSTRUCTION SPECS 2		013	
Attachment 020	CONSTRUCTION SPECS 3		053	
Attachment 021	CONSTRUCTION SPECS 4		002	
Attachment 022	CONSTRUCTION REFERENCES		040	
Attachment 023	CONSTRUCTION SAFETY AND HEALTH		019	
Attachment 024	CONSTRUCTION UFO SPECS 1		010	
Attachment 025	CONSTRUCTION UFO SPECS 2		025	
Attachment 026	CONSTRUCTION UFO QUALITY 1		016	
Attachment 027	CONSTRUCTION UFO SPECS 3		004	
Attachment 028	SEC ARMY MEMO ON CONTRACTOR MANPOWER REPORTING		006	
Attachment 029	SAMPLE CLIENT AUTHORIZATION LETTERS		001	

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.afsc.army.mil/ac/aaais/ioc/clauses/index.htm>
The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG/2003
K-2	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	SEP/2004
K-3	252.209-7002 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT	JUN/2005

K-4 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS JAN/2006
(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561210
[insert NAICS code].

(2) The small business size standard is 32.5 Million [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[] (i) Paragraph (c) applies.

[] (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

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(End of provision)

K-5 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION JUN/2000

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement-Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision. Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

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Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts. ☐ yes ☐ no

(End of provision)

(KF7190)

K-6 52.230-7 PROPOSAL DISCLOSURE - COST ACCOUNTING PRACTICE CHANGES APR/2005

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

- ☐ Yes
- ☐ No

If the offeror checked "Yes" above, the offeror shall-

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

(KF7192)

K-7 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA AUG/1992
DFARS

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract

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resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(KA7500)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402. (LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.211-2	AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST)	JAN/2006
L-2	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-3	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR/1991
L-4	52.215-1	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITIONS	JAN/2004
L-5	52.215-16	FACILITIES CAPITAL COST OF MONEY	JUN/2003
L-6	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-7	52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME	OCT/1997
L-8	52.247-6	FINANCIAL STATEMENT	APR/1984
L-9	52.247-45	F.O.B. ORIGIN AND/OR F.O.B. DESTINATION EVALUATION	APR/1984
L-10	252.225-7003	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2005
L-11	252.225-7032	WAIVER OF UNITED KINGDOM LEVIES-EVALUATION OF OFFERS	APR/2003
	DFARS		
L-12	252.225-7042	AUTHORIZATION TO PERFORM	APR/2003
	DFARS		
L-13	252.234-7000	NOTICE OF EARNED VALUE MANAGEMENT SYSTEM	MAR/1998
	DFARS		
L-14	252.242-7001	NOTICE OF EARNED VALUE MANAGEMENT SYSTEM	MAR/2005
	DFARS		
L-15	252.242-7006	COST/SCHEDULE STATUS REPORT PLANS	MAR/1997
	DFARS		
L-16	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) - ALTERNATE IV	OCT/1997
A. SUBMISSION OF COST OR PRICING DATA IS NOT REQUIRED.			
B. IN LIEU OF COST AND PRICING DATA, PROVIDE INFORMATION DESCRIBED in Section L Cost Section. The PCO reserves the right to require (certified) cost or pricing data at a later date, if determined necessary.			
(End of provision)			
(LF6034)			
L-17	52.216-1	TYPE OF CONTRACT	APR/1984
The Government contemplates award of a Indefinite Delivery Indefinite Quantity contract resulting from this solicitation.			
(End of provision)			
(LF6008)			
L-18	52.216-27	SINGLE OR MULTIPLE AWARDS	OCT/1995

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The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of provision)

(LF6036)

L-19 52.233-2 SERVICE OF PROTEST AUG/1996
 (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) , shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from Valiant Duhart, 1 Rock Island Arsenal AMSFS-CCF-L, Rock Island, IL 61299

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

(LF6021)

L-20 52.247-4 INSPECTION OF SHIPPING AND RECEIVING FACILITIES APR/1984
 (a) Offerors are urged to inspect the shipping and receiving facilities where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance.

(b) Site visits have been scheduled as follows:

-TO BE SPECIFIED IN EACH TASK ORDER

(c) For further information offerors may contact:

TO BE SPECIFIED IN EACH TASK ORDER.

(End of provision)

(LF6020)

L-21 52.252-3 ALTERATIONS IN SOLICITATION APR/1984
 Portions of this solicitation are altered as follows: None

(End of provision)

(LF6010)

L-22 252.211-7002 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS, STANDARDS, PLANS, DEC/1991
 DFARS DRAWINGS, DATA ITEM DESCRIPTIONS, AND OTHER PERTINENT DOCUMENTS
 The specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation are not available for distribution but may be examined at the following location:

Data Item Descriptions can be located at <http://assist.daps.dla.mil/quicksearch/>

Any other questions can be directed to the Contracting Officer or Contract Specialist.

(End of provision)

(LA6701)

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L-23 52.211-4510 PARTNERING AUG/2001
AMC

(a) In an effort to most effectively accomplish the objectives of this contract, it is proposed that the government, the contractor, and its major subcontractors engage in the Partnering process.

(b) Participation in the Partnering process is entirely voluntary and is based upon a mutual commitment between government and industry to work cooperatively as a Team to identify and resolve problems and facilitates contract performance. The primary objective of the process is providing the American soldier with the highest quality supplies/services on time and at a reasonable price. Partnering requires the parties to look beyond the strict bounds of the contract in order to formulate actions that promote their common goals and objectives. It is a relationship that is based upon open and continuous communication, mutual trust and respect, and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, and the creation of a shared vision for success.

(c) After contract award, the government and the successful offeror will decide whether or not to engage in the Partnering process. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the Partnering process in their proposed cost/price (e.g. cost of hiring a facilitator and conducting the Partnering Workshop). If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.

(d) The establishment of this Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.

(e) Implementation of this Partnering relationship will be based upon the AMC Model Partnering Process, as well as the principles and procedures set forth in the AMC Partnering Guide. The principal government representatives for this effort will be Valiant Duhart, PCO and Shelly Robacker Contract Specialist.

(End of provision)

(LM6100)

L-24 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OCT/1997
OR PRICING DATA

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include-

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does

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not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

(LF7002)

L-25 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of DEVIATION after the date of the clause.

(b) The use in this solicitation of any DoD FAR Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of DEVIATION after the date of the clause.

(End of provision)

(LF7015)

L-26 AMC AMC-LEVEL PROTEST PROGRAM MAR/2006

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office (GAO) or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001
Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

<http://amc.army.mil/amc/cc/protest.html>

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-level Protest Procedures.

(End of provision)

(LM7010)

L-27 52.212-4501 ELECTRONIC AWARD NOTICE APR/2001

(a) Any contract awarded as a result of this solicitation will be posted to the Internet for downloading and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above.

(b) Notice of award to the awardee will be issued only via electronic mail. Vendors who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Internet to determine if he/she has received an award. In this event, the vendors failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for

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failure to perform on grounds for a delivery schedule extension.

(c) Notice of award to unsuccessful offerors shall be issued only via electronic mail, the Commerce Business Daily, and the Army Single Face to Industry (ASFI) web site. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the ASFI or the Commerce Business Daily to determine if an award has been made. In this event, the vendors failure to check theses sites to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allowed in the regulation.

Vendors Electronic Mail Address: _____

(End of provision)

(LS7100)

L-28 52.214-4584 HAND-DELIVERED BIDS, QUOTES, OR PROPOSALS NOV/2005
LOCAL

(a) Effective 09 August 2004, should you elect to hand-deliver your bid, quote, or proposal, you must enter Rock Island Arsenal via the Moline entrance gate, and proceed to the Visitor Control Center (Building 23) to obtain a security badge/registration. The Visitor Control Center hours of operation are from 6:00 a.m. until 3:30 p.m. CT. Upon arrival, ask the Visitor Control Center attendant to contact the AFSC Bid, Quote and Proposal Receiving Area, (309) 782-0367/5251. If there is no answer on either of these extensions, the attendant should call (309) 782-6895 to reach an alternate point of contact. If you use a delivery service it is your responsibility to ensure they are provided these instructions.

(b) For deliveries made after 3:30 p.m. CT, the carrier must ask the Police Officer at the Moline entrance gate to call the AFSC Proposal Receiving Area or alternate number provided in the preceding paragraph so a visitor decal can be issued to enter the Arsenal. The carrier must then proceed to Police Headquarters, Building 225, to obtain a badge, as one cannot be issued out at the gate after 3:30 p.m. CT.

(c) Delivery is to be made to Building 350, 5th Floor, North Bay at Pole C3, "Bid, Quote, and Proposal Receiving Area", (309)782-0367/5251.

(d) Packages must be delivered between the hours of 8:00 a.m. and 4:00 p.m. CT, Monday through Friday. No packages will be accepted on Federal Holidays.

(e) In the event this solicitation is an Invitation for Bids, reference FAR 52.214-7, "Late Submissions, Modifications, and Withdrawal of Bids" (Nov 1999). Conversely, if this solicitation is either a Request for Quotations or Request for Proposals, reference FAR 52.215-1, "Instructions to Offerors - Competitive Acquisitions."

(End of provision)

(LS7003)

L-29 52.215-4583 DISCLOSURE OF UNIT PRICES FEB/2004
LOCAL

Unless the offeror notifies the contracting officer, prior to submission of its initial proposal, of an objection to disclosure of its unit price, it is the Government's intent to publicly release (which would include, but is not limited to, a public award synopsis, contractor debrief, procurement history web posting, or Freedom of Information Act (FOIA) request) the unit price(s) stated in the contract awarded under this solicitation. Any objection must be submitted in writing, providing a detailed explanation of how release of the awarded unit price would result in a substantial competitive harm to the contractor. Objections will be reviewed to determine whether harm has been substantiated. Failure to timely notify the contracting officer waives any objection to disclosure of the unit price. A "unit price" is defined as the specified amount to be paid by the Government for the goods or services stated per unit, contract line item, or separately identified contract deliverable. The term "unit price" does not include any information on how the unit price was determined. This constitutes notification pursuant to Executive Order 12600.

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(End of provision)

(LS7001)

L-30 52.230-4577 DISCLOSURE STATEMENT FORM SEP/1995
LOCAL

Disclosure Statement, Form CASB-DS-1, is not included in this solicitation package. Any offeror meeting the criteria for concurrent submission of the Disclosure Statement, who has not previously received the form from another Government source, will immediately contact the cognizant ACO (See DOD Directory of Contract Administration Components (DOD 4105.59H)) to obtain a copy of the form. If the form is not promptly made available by the ACO, the offeror will immediately so advise the PCO, who will provide one copy of the form. Offeror will be responsible for reproducing the complete form in sufficient number of copies required for submission. No extension of the closing date of the solicitation will be granted on account of the requirement for submission of the Disclosure Statement.

(End of provision)

(LS7011)

FINANCIAL CAPABILITY DOCUMENTATION (Responsibility Determination)

In order to expedite the responsibility determination, it is requested that offeror's provide, for itself and its major subcontractors, financial information sufficient to allow the Government to make a determination as to the companys financial condition by August 28th, 2006. Major subcontractors for purposes of the submittal of financial data are those with cost/price proposals of \$550,000 or more, in one contract year. The following list is to be used as a guideline; however deviation from the format specified below will not be considered grounds for disqualification from the competition so long as the information provided constitutes a reasonable substitute:

The most recent three years of financial statements (preferably audited) or SF 1407. (Note the submission of unaudited financial statements will delay the evaluation process. The Government reserves the right to audit all unaudited financial statements.)

Financial statements should include, at a minimum, the following for each company:

- Balance Sheet
- Income Statement
- Statement of Cash Flows
- Footnotes to the Financial Statements
- Copy of the Certified Public Accountants Opinion Regarding the Financial Statements Submitted
- A copy of the current annual report if available
- Discussion of contingent liabilities or other financial risks known to the offeror.

Any additional information provided in the offerors (including prime and/or major subcontractors) submission package will be considered. Examples of other information include: current part year financial statements, current open credit lines, and pro forma financial statements for future years. This information will be used to evaluate your firms financial capabilities.

Financial statements should pertain to the business unit(s) that will actually be performing the work.

If the company to be performing the work is a division of a parent company where the parent company is financially responsible for the operations of the division, audited financial statements for the parent company will suffice. In this case, the company should provide legal documentation to support the existence of such a relationship.

If the company to be performing the work is a subsidiary of a parent company where the parent company is not financially responsible for the operations of the subsidiary, audited financial statements of a parent company are generally not a sufficient substitute unless one of two conditions exists:

The company obtains, and furnishes to the contracting officer, a written supplement to the CPA firms existing statement regarding the parent companys financial statements. This supplement should state clearly that the independent auditor has reviewed the subsidiaries or divisions financial statements as submitted in response to this RFP, and has found them to be an accurate representation of that business units financial condition as of the date of those statements.

If the company to be performing the work is a joint venture, limited liability Company, or similar type of entity, the company should submit the financial statements of all the participating firms. This includes any financial statements, pro forma or otherwise that exist for the performing entity. The company should also submit legal documentation clearly disclosing the conditions of the business arrangement and the attendant financial terms.

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Offerors must have sufficient financial resources that demonstrate an acceptable financial capability to perform the contract. The contracting officer will make a determination of responsibility prior to award of any resultant contract in accordance with standards set forth in FAR and DFARS Part 9. Contract award will be made only to responsible prospective contractors.

SECTION L PROPOSAL PREPARATION INSTRUCTIONS, CONDITIONS AND NOTICES FOR OFFERORS

L.1. Program Structure and Objectives

The Government intends to award up to three (3) contracts. Each offeror shall submit a maximum of one proposal. The Government intends to evaluate proposals and award contracts without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a Management, Technical and a Cost/Price standpoint. The Government reserves the right to conduct discussions if the PCO later determines them to be necessary. An offeror may only be awarded one contract and cannot participate as a subcontractor, team member, or otherwise be affiliated with another offeror under this solicitation. Additional restrictions apply to competition under solicitation W52P1J-06-R-0072 for LOGCAP IV Support requirements. See provision H-15 regarding Organizational Conflicts of Interest. Offerors are put on notice that the Government is issuing a Technical Scenario with this RFP. There will be a change to that scenario during the time that the solicitation is open. The change will be outlined in an amendment issued at a later date.

L.2. General Instructions

General Information

Point of Contact

- a. The Procuring Contracting Officer (PCO) is the sole point of contact for this acquisition.
- b. Address any questions or concerns you may have to the PCO.
- c. Written requests for clarification may be sent to the PCO via fax or email.
- d. Email is the preferred method of communication.

The PCO for this acquisition is:
Valiant Duhart,
ATTN: AMSAS-ACF-L
1 Rock Island Arsenal
Rock Island, IL 61299-6500
(309) 782-8517
E-mail address: valiant.duhart@us.army.mil

PROPOSAL SUBMITTAL

All proposals and related information shall be submitted to the Army at the address shown below no later than the date and time specified in the solicitation/amendment document(s); except for Volume 2, Past Performance, which is due on OCTOBER 9th, 2006 at 1300 Central Daylight Time, which is 51 days after issuance of the Request for Proposals (RFP).

HQ, U.S. Army Sustainment Command (ASC)
AMSAS-ACF-L,
ATTN: Valiant Duhart
1 Rock Island Arsenal
Rock Island, IL 61299-6000
Phone: (309) 782-8517

PROPOSAL STRUCTURE

This section specifies the format that offerors shall use in their proposal. The intent is not to restrict the offerors in the manner in which they will prepare their proposals, but rather to ensure a certain degree of uniformity in the format of the responses for evaluation purposes.

The proposal shall include the following volumes:

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Name of Offeror or Contractor:

Introductory Folder
Volume I Management Proposal
Volume II Past Performance Information
Volume III Technical Proposal
Volume IV Cost/Price Information

Offerors shall submit their proposals as follows:

Volume	Title	Number of Copies	Page Limit	Due
NONE	Introductory Folder	Original plus 2 copies and Electronic copy	5 for Executive Summary (see exclusions)	October 9th, 2006
I	Management	Original plus 9 copies and Electronic copy	80 (See Exclusions)	October 9th, 2006
II	Past Performance	Original plus 5 copies and Electronic copy and SF294s (or equivalent)	30 excluding PRAG forms, Client Authorization	September 25, 2006
III	Technical	Original plus 9 copies and Electronic copy	1st Tech Submission = 40 pages	September 8, 2006
			2nd Tech Submission = 100 Pages (Includes Summary of both Techs)	October 9th, 2006
IV	Cost/Price	Original plus 3 copies and Electronic copy	1st submission NO LIMIT	September 8th, 2006
			2nd submission NO LIMIT	October 9th, 2006

No FOLDOUTS IN COST/PRICE VOLUME

Offerors shall submit a complete original, plus the number of copies specified above. In addition, each volume must include an electronic copy on CD using Microsoft Compatible (Word or Excel) software.

An exception to this requirement is that offerors have the option to use PDF format, if they submit documentation with signatures.

The proposal shall describe the offeror's approach to meet the requirements of the PWS and Scenario. A statement that the prospective offeror understands, can or will comply with the PWS, statements paraphrasing the PWS parts thereof, and phrases such as standard procedures will be employed or well known techniques will be used will be considered insufficient. For the purpose of this proposal, the term offeror includes all team or joint venture arrangements and all major subcontractors. The Government will not reimburse costs incurred by the offeror associated with the preparation of proposals.

Pages Counted

Each page shall be counted except the following:

- (a) Cover pages
- (b) Table of contents
- (c) List of figures
- (d) Glossaries

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- (e) Tabs
- (f) Dividers
- (g) Blank pages
- (h) Bonding letters
- (i) Other items as indicated for each Volume

L.3. PROPOSAL SUBMISSION INFORMATION

All information pertaining to a particular volume shall be confined to that volume. For example, all Management information shall appear in Volume 1. No Cost/Price information shall be presented except in Volume IV.

Standard Proposal Information

All proposal volumes must:

- a. Consist of a cover, title page, a table of contents and the body of the proposal. All factor and subfactor narratives shall be separately tabbed and clearly identified.
- b. Provide a List of Tables and Figures for each Volume.
- c. Provide a Glossary of Abbreviations and Acronyms for each Volume.

The cover shall contain the following items as a minimum:

Proposal for LOGCAP Performance Contract, Solicitation W52P1J-06-R-0049
Volume Number and Title
Name and Address of Offeror
Identification of either original or copy number ____ of ____ with the individual copies identified sequentially.
Date of submission
Point of Contact and Phone Number.

Each volume shall be provided in a 3 ring binder. No classified material shall appear anywhere within the proposal.

Excess pages will be removed from the back of each Volume and will NOT be read or evaluated. Sheets 11x17 may be used for purposes of submitting foldout charts and are part of the page limitation.

Offerors shall use 8 1/2" x 11 plain white paper using a font point size no smaller than 10. Each "page" is defined as one sheet, one-side.

Line spacing and font requirements apply to bullets and other special text formatting, except for tables and graphic displays, which can be single spaced. Line spacing in excess of single spacing is at offerors discretion, keeping in mind there are page limitations that apply. Offerors may use no smaller than 10 point with their graphics.

Headers shall be in the top margin and contain the name of the offeror on the left edge and the solicitation number on the right edge. Footers shall be in the bottom margin, and contain the date of the proposal on the left edge and the page number on the right edge. Pages shall be consecutively numbered for each volume. The top and bottom borders of each page must be at least one (1) inch for each, and left and right margins of at least 3/4 inch each.

Foldouts

- a. Foldout pages may only be used for large tables, charts, graphs, diagrams and schematics.
- b. Foldout pages may not be used for pages of text.
- c. Legible tables, charts, graphs, diagrams, schematics and figures shall be used wherever practical to depict organizations, systems and layout, implementation schedules, design drawings, plans, etc.
- d. These displays shall be uncomplicated, legible and shall not exceed 11 x 17 inches in size.
- e. Each printed side of a foldout will count as two pages.
- f. For tables, charts, graphs and figures, the font shall be no smaller than 10 point.
- g. Foldout pages shall fold so that the Government can read and evaluate them without removal from proposal binder.
- h. Foldout pages shall fold entirely within the volume.

INTRODUCTORY FOLDER

Within the Introductory Folder, the Executive Summary is limited to 5 pages; there is no page limit for the balance of the items in this

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folder.

Introductory Folder Proposal Overview Documentation

- a. Items outlined in Standard Proposal Information.
- b. Executive Summary.
- c. Teaming Arrangements and/or Letters of Intent.
- d. Completed and signed solicitation and any Amendments.
- e. Facility Clearance Documentation.

EXECUTIVE SUMMARY

The Executive Summary, limited to 5 pages, is a concise narrative summary of the entire proposal, including significant risks, and a highlight of any key or unique features, excluding price. The salient features should tie in with the Section M evaluation criteria. Any summary material presented here shall not be considered as meeting the requirements for any portions of other volumes of the proposal. The offeror shall, at a minimum, provide an overview of its proposal, its teaming/subcontracting/partnering/joint venture arrangements (if applicable) and accurately summarize all parts of the proposal except the Cost/Price Volume.

TEAMING ARRANGEMENTS AND/OR LETTERS OF INTENT

In order to establish an understanding of the offerors business structure, provide all Teaming Arrangements, Letters of Intent, teaming agreements or other such commitments for first level subcontractors or other team members.

SOLICITATION

Completed and signed copy of the offer including Sections A-K and any Amendments.

FACILITY CLEARANCE (GO/NO GO)

Facility Clearance Documentation (Go/No Go): Offerors must provide proof of a current U.S. Facility Clearance at the SECRET level IAW the DoDD 5220.22, National Industrial Security Program Operating Manual. This SECRET level clearance also applies to affiliates, team members/subcontractors, if they will have access to classified information. This must be provided at time of proposal. The PCO will assess each offeror's submitted Facility Clearance documentation. This assessment will be a "go / no go" decision.

FACTOR 1

L.4 VOLUME I MANAGEMENT PROPOSAL

VOLUME I ORGANIZATION

- a. Items outlined in Standard Proposal Information.
- b. Management Approach, Capabilities, Experience.
- c. Business Systems.
- d. Small Business Participation.

Page count is limited to 80, excluding Resumes, and Commitment Letters.

Offerors will be required to submit their Management proposal. The offerors proposal shall address in Volume I all of the subfactors.

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Volume I shall cover the offeror's understanding of specific areas in the Performance Work Statement requirements stated in Section C that are identified in the evaluation subfactors, and in the Section J, Attachment 001 for the Scenario.

L.4.1 MANAGEMENT SUBFACTORS:

- SUBFACTOR 1: Approach, Capabilities, and Experience
- SUBFACTOR 2 Business Systems
- SUBFACTOR 3: Small Business Participation

SUBFACTOR 1:

Approach, Capabilities, and Experience

GENERAL

The offeror shall address the following areas in its Management Approach:

Managing rapid deployment of worldwide logistics support (executing rapid deployment, rapid expansion of requirements), Managing complex projects, Staffing (recruit / train workforce, retain key people, and transportation into and within theater), Supporting contingency operations worldwide, Operating a Program Management Office (staffing skill sets and levels in Program Management Office), Managing Operations (Construction, Supply Operations, Maintenance, Handling Hazardous Materials, and providing life support to troops).

The offeror shall identify the risks associated with the approach and how it has and/or will mitigate that risk.

Discussion of the above should include the following:

Managing rapid deployment of worldwide logistics support

Executing Rapid Deployment --Offeror will provide its approach, capability, and experience in providing worldwide on-site logistics expertise anywhere in the world within 72 hours of task order award. The approach must describe how you intend to support classified real-time communications with the Government for time-critical taskings on a 24 hours per day/7 days per week basis.

Additionally, describe your process for establishing and activating rapid deployment teams, and insuring they meet health, legal, and equipment parameters to deploy. Include how you will ramp up personnel and logistics support to meet Army troop deployment schedules, and ensure personnel have required shots, visas and other documentation to meet above timeframes.

Rapid Expansion of Requirements -Offeror will describe its approach, capability, and experience to rapidly expand its capability to provide logistics support in multiple locations simultaneously. It should include how it will quickly escalate hiring people, moving them into theater, expanding suppliers and delivery capability.

Managing Complex Projects

Recruit Personnel Worldwide: The offeror shall discuss its approach, capability, and experience to hiring, training, and retaining employees and subcontractors, that will help retain key skill sets on this contract in a contingency environment where such skills may be in high demand. Its approach should describe the general recruiting and training strategy, standard operating procedures, capacity, and past recruiting efforts that demonstrate the ability to quickly respond to contingencies anywhere in the world.

In addition, include a Staffing Plan to address the following:

- (a) Process for recruiting and staffing camps with Ex-patriates, Host Country and/or Third Country Nationals (HCN and TCN, respectively) in order to support a contingency operation anywhere in the world.
- (b) Process for networking or obtaining outside resources to augment the pool of qualified personnel.
- (c) Reach-back capability and flexibility of relocating in-country personnel to other job sites. Transportation plans for transport of personnel within austere and hostile environments.
- (d) Describe process for maintaining adequate workforce and quickly filling vacancies in high-stress, austere and hostile environments (i.e. retention incentives, recruitment bonuses, etc.).
- (e) The offeror shall submit signed letters of intent between the offeror's key personnel and the offeror. The offeror must provide evidence of a current Secret security clearance for the proposed Program Manager. In addition, the offeror must provide evidence, in the form of a resume and a narrative summary, of the efforts that the key personnel were responsible for

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(Include scopes/types of work, dollar value, and numbers of efforts where performance was completed no more than 3 years prior to the due date of the solicitation). The offeror will also provide its plan to retain key personnel.

Support contingency operations globally

Offeror must provide its approach, risks to the approach, and plans to mitigate those risks to logistically support military or humanitarian operations that are potentially located anywhere in the world.

Program Management Office

The offeror must provide its Program Management Offices project management approach, capability, risks to the approach, and plans to mitigate those risks in conjunction with all of the requirements listed in paragraph 2.0 of the PWS. The offeror must identify the different labor skills and how much time (in work-years) each person will dedicate to the PWS requirements in 2.0, as well as provide resumes for key personnel working within the Program Management Office.

Managing Operations Approach

Offeror will describe its approach, capability, risks to the approach, and plans to mitigate those risks in managing the operations functions for providing LOGCAP support in contingency operations in areas such as construction, supply operations, maintenance, handling hazardous materials, and providing life support to troops.

SUBFACTOR 2

Business Systems:

The offeror must identify the Accounting, Estimating, Billing, Purchasing, Property, Supply Chain Management System, Earned Value Management Systems or any other business systems it will use to support LOGCAP, and how they will use these systems to track costs, subcontracts, equipment, personnel, and changes in requirements in a contingency environment.

The offeror must identify whether the systems to be used on LOGCAP have been approved or determined compliant by DCAA or DCMA, or are in the process of becoming approved/compliant

The offeror must also provide its management approach to cost control, property management, Supply Chain Management, security oversight, quality control, and subcontract management.

Cost control

The offeror shall present its procedures for managing cost in a multiple task order environment with extensive subcontracting involving foreign vendors. Identify how it will oversee costs at the subcontract level. Identify how it will integrate its business systems with other internal procedures to insure accurate, timely identification of cost problems that can occur in multiple, rapid contingency situations.

Property Management

All requirements of FAR Part 45 relating to property management must be incorporated in the offerors management approach. Based on the possibility of managing many pieces of Government property at multiple locations in theater and in multiple theaters, offerors must explain their procedures and how they will implement them for managing, accounting and disposal for all Government Furnished Equipment/Government Furnished Material (GFE/GFM) and commercially procured/leased equipment.

Security Oversight

The offeror shall address its security and OPSEC procedures and how it will implement the procedures to ensure a viable security program with assurance of non-disclosure of sensitive or classified information.

Quality Control.

(a) The offeror will provide a narrative delineating the proposed approach to implementing and managing the Quality Control (QC) program. The offeror shall address how it will develop a complete and comprehensive quality control system to support performance of the contract. Outlines or rough drafts without substantive detail are not sufficient. In its narrative, the offeror shall address all of the functional areas referenced in the solicitation PWS.

(b) The offeror shall explain how it will ensure quality, schedule, cost, and performance. The offeror shall describe how it will provide sufficient oversight to effectively manage and integrate team members, and the flow-down process of its QC plan to ensure

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consistency within the team. The offeror shall also describe its process for effectively identifying and resolving problems arising between team members. In addition, the offeror shall explain how the Government will be notified of issues affecting contract performance, contract impact, and proposed mitigation.

Subcontract Management

The offeror will describe its subcontract management plan to team with global, regional, and local vendors capable of providing logistics support wherever needed. Offerors will also describe their plan to track the performance and cost of multiple subcontractors at any tier and vendors on multiple simultaneous task orders in a contingency environment. The offeror shall also identify how it will incentivize subcontractor performance and cost control. The offeror shall describe how it intends to subcontract in a manner that will minimize Government costs considering contract changes or terminations inherent in a volatile contingency environment.

SUBFACTOR 3

L.4.3 Small Business Participation

NOTE: The offerors proposed approach evaluated herein is for the purpose of source selection evaluation and is separate from the small business subcontracting plan and goals required in FAR 52.219-9. The Army small business subcontracting target goals in Section L of this solicitation are for all work CONUS and OCONUS and are against total contract dollars. The subcontracting plan and goals IAW FAR 52.219-9 are for subcontract work performed in CONUS, and are against total CONUS subcontract dollars.

1. The Army small business subcontracting target goals to be achieved by the offeror are as follows:

Small Business (SB) - 15% of total contract dollars.

Of the 15% the following subcategories should be achieved:

- a. Small Disadvantaged Business (SDB) - 5% of total contract value
- b. Woman Owned Small Business (WOSB) - 5% of total contract value
- c. Historically Underutilized Business Zone (HUBZone) Small Business - 3% of total contract value
- d. Service Disabled Veteran Owned Small Business (SDVOSB) - 1% of total contract value

2. The offeror must provide a detailed approach of how US Small Business will participate in the performance of work both CONUS and OCONUS in order to meet the Army Small Business subcontracting target goals for the LOGCAP IV Performance contract. The offerors detailed approach should include, but is not limited to, the following information:

- a. Provide detailed methodology that will be used to find qualified small businesses to perform subcontract requirements, recognizing that work may be in an austere environment, anywhere in the world. This methodology should include a description of obstacles, risks or uncertainties and the proposed solution to overcoming them in order to obtain qualified US Small Business to meet the Army target goals.
- b. Provide details of any teaming arrangements, partnering agreements (formal or informal), or other long term relationships, and Mentor-Prot'e9g'e9 agreements with small business.
- c. In the small business categories in paragraph 1 above, describe the type of services and products small businesses will provide, and their names if possible.

3. The offeror must indicate whether or not this same or similar approach has been used on previous contract(s).

- a. If so, the offeror must provide the total contract cost and total dollars awarded to each of the small business categories in paragraph 1 above.
- b. If the actual performance as a percent of total contract value is less than the Army target goals above, the offerors methodology in paragraph 2a above should address what will be done differently to meet the target goals.

FACTOR 2

L.5. VOLUME II PAST PERFORMANCE

1. Volume Organization

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- a. Items outlined in Standard Proposal Information
- b. Past Performance Summary
- c. Narrative Summary
- d. History of Organizational Structure Change History
- e. Past Performance Information Sheets PRAG Form 1
- f. Past Performance Information Forms PRAG Form 2
- g. Client Authorization Letters
- h. SF294s -Subcontracting Report for Individual Contracts (or equivalent)

Volume II is limited to 30 pages plus the PRAG forms, SF294s (or equivalent) and Client Authorization Letters.

Past Performance Summary

- a. Relevant contracts/projects: The offeror shall submit data for all relevant Government and commercial contracts. Relevant contracts are defined in Section M.
- b. If offerors do not have at least 2 contracts that meet the criteria in Section M, provide information on PRAG Forms 1 and 2 on all contracts over \$10 million performed during the last 3 years from solicitation closing date. Limit the submission to ten contracts based on highest dollar value.
- c. Describe the role of the Prime contractor and each Teaming Partner that will potentially perform on the LOGCAP IV contract. The Government will only consider work performed by those teaming partners proposed to perform at least 15 percent of the proposed effort based on the total proposed price, or those that perform aspects of the effort that the offeror determines critical to overall successful performance. Separately list by company name any teaming partners that will perform a critical function but will be less than 15 percent of the proposed effort, and identify the proposed critical function.

Narrative Summary

The narrative portion will discuss how the projects submitted for evaluation demonstrate the offerors ability to successfully perform the requirements of this solicitation, including discussion on:

Management Oversight

How many additional people were recruited to perform the contract, how long were they employed, were they ex-patriates, TCNs or HCNs; if the contract required rapid deployment (how many deployed, how quickly); country of contract performance; any host country legal/regulatory violations or challenges; how many subcontractors on the contract, subcontract management performance; identify which contracts had rapid expansion of requirements, the offerors ability to meet that expansion; how it provided timely technical/cost revisions to quick requirements changes; what were the award fee percents earned on CPAF contracts?

Meeting Schedule

Did the offeror meet contract delivery schedule? Were there instances of rapid expansion of requirements on a contract or simultaneous contracts/task orders? If so, did it affect contract schedule?

Cost Control

For cost contracts, were final costs at or under negotiated costs? Were subcontract costs tracked and paid on time?

Meeting Small Business Goals

How many small business subcontracting goals were met? Is there evidence to demonstrate the offerors actions to increase small business participation? (submit SF294 (or equivalent))

Customer Satisfaction:

See Attachment 005, Past Performance questionnaire utilized by the PRAG to assess the customer satisfaction level of Government

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personnel who had knowledge of the offerors performance on earlier contracts.

History of Organizational Structure Change.

Many companies have acquired, been acquired by, or otherwise merged with other companies, and/or reorganized their divisions, business groups, subsidiary companies, etc. In many cases, these changes have taken place during the time of performance of relevant present or past efforts or between the conclusion of recent past efforts and this source selection. As a result, it is sometimes difficult to determine what past performance is relevant to this acquisition.

To facilitate this relevancy determination, include in this proposal volume a roadmap describing all such changes in the organization of your company that bear on the relevant contracts you identify. As part of this explanation, show how these changes impact the relevance of any efforts you identify for past performance evaluation

Offerors are cautioned that the Government may use data provided by the Teaming Partners as well as data obtained from other sources in the evaluation of Present/Past Performance (see Attachment 005, Past Performance Questionnaire, for an example of the type of information requested from other sources).

Performance Risk Assessment Group (PRAG) Forms should be submitted as follows:

- a. ATTACHMENT 003 - PRAG Form 1 for Relevant Contract Summary identify (1) all Teaming Partners proposed for the LOGCAP IV contract; and (2) on which of the past performance contracts submitted were you a team member. A total of one (1) summary sheet shall be submitted per team.
- b. ATTACHMENT 004 - PRAG Form 2, Contract References: A maximum of six (6) forms (one (1) per contract) for the Prime and three (3) for each of the teaming partners shall be submitted on their relevant contracts.
- c. The offeror shall determine the mix of projects to best represent depth and breadth of past performance.
- d. Identify how the contract submitted relates to the LOGCAP IV PWS.
- e. Describe the rationale supporting your assertion of relevance (see L.a.5.1 (1-4) above) of the submitted contracts.
- f. Clearly demonstrate management actions employed in overcoming problems and the effects of those actions, in terms of improvements achieved or problems rectified. This may include a discussion of efforts accomplished by the offeror, or applicable Teaming Partner, to resolve problems encountered on prior contracts as well as past efforts to identify and manage program risk. For example, submit quality performance indicators or other management indicators that clearly support that an offeror, or applicable Teaming Partner, has overcome past problems.
- g. Provide references for each project. For each Past Performance Input (PPI), identify those persons/customers most knowledgeable about contract performance. For Government contracts, provide current information for the Government point of contact. For commercial contracts, provide points of contact for persons/customers most knowledgeable about contract performance. Any additional customers that have in-depth knowledge of the contract may be added. Email addresses are required for each point of contact. The offeror should verify the email addresses prior to submittal of a PPI.
- h. Each Offeror is requested to submit the past performance information 14 days prior to the date set for receipt of proposals.
- i. Failure to submit early proposal information will not result in offeror disqualification.

Past Performance Questionnaires (PPQs) (Attachment 005)

The Government shall send Attachment 005, PRAG Form 3 Questionnaire, to the respondents listed by the offeror, who will subsequently submit information to the Government to be received no later than the proposal due date. The offeror is responsible for providing a list of the proposed respondents to the PCO. The number of past efforts submitted in accordance with Attachment 005 shall be limited to six (6) for the prime contractor and three (3) for each primary subcontractor(s).

Client Authorization Letters

The offeror shall provide a consent letter for each Teaming Partner using the format provided at Attachment 029, Example Format for Client Authorization Letters. This letter allows the release of Teaming Partner adverse Past Performance information to the offeror so the offeror can respond to such information.

- a. The offeror shall provide original client authorization letters for the offeror and each Teaming Partner and/or joint venture partner.
- b. Past performance information concerning subcontractors and Teaming Partners cannot be disclosed to a private party without the subcontractor's or Teaming Partner's consent.

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c. Because a prime contractor is a private party, the Government will need consent before disclosing Teaming Partner past performance information to the prime during clarifications.

d. Client authorization letters are evaluated only to the extent that they are complete and present for each Teaming Partner, and/or joint venture partner that presented past performance information in the proposal.

SF294s - Subcontracting Report for Individual Contracts (or equivalent)

Offerors must submit SF294 (or equivalent data) for the past 3 years on relevant contracts.

SUBFACTOR 3

L.6. VOLUME III TECHNICAL PROPOSAL

Volume Organization

- a. Items outlined in Standard Proposal Instructions.
- b. Technical Experience and Teaming Arrangements and/or Letters of Intent.
- c. Technical Approach in meeting LOGCAP IV Scenario Requirements.
 - (1) Feasibility and Completeness of Scenario Approach.
 - (2) Ability to Handle Requirements Changes to the Scenario

General Information

- a. The Technical Volume shall be specific and complete.
- b. Provide as specifically as possible, the actual methodology you would use for accomplishing and satisfying the scenario requirements.

Volume III is limited to 140 pages.

TEAMING ARRANGEMENTS AND/OR LETTERS OF INTENT

In order to establish an understanding of the offerors business structure, provide all Teaming Arrangements, Letters of Intent, teaming agreements or other such commitments for first level subcontractors or other team members.

TECHNICAL APPROACH IN MEETING LOGCAP IV SCENARIO REQUIREMENTS.

Technical Subfactors.

Subfactor 1: Feasibility and Completeness of Scenario Approach.

a. ATTACHMENT 001 - Technical Scenario: The offerors proposal shall address the offerors overall understanding of the Scenario and the proposed method of approach towards meeting the Governments requirements as set forth below. Offerors shall reference in their proposal the corresponding paragraph(s) of the scenario that applies. It should be identified at the end of the applicable sections in parenthesis.

NOTE: Offerors are advised that there will be a change to the Technical scenario during the time that the solicitation will remain open. Offerors will not be told what the change is at this time. The change will be outlined in an amendment issued at a later date.

b. The offeror shall provide a Technical Execution Plan (TEP) in response to the Technical Scenario. The TEP shall address a sound and realistic approach on how the offeror proposes to meet the Technical Scenario requirements. The offerors approach must detail all procedures, plans and assumptions. The offeror should provide an orderly, logical, effective arrangement of steps and processes resulting in meeting the requirements. As a minimum, the TEP shall address the following:

- (1) Methodology to execute the requirement as well as to implement cost control measures, organizational structures, and

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facilities layouts;

(2) Scenario staffing and mobilization plan (with hours broken out by labor category and whether US/Expat, HCN, or TCN), subcontractor lists, on-site management, personnel readiness, contractor security, and personnel safety;

(3) Logistics, sources and origins of materials (including supplier name and contact data), equipment, supplies, transportation delivery routes, fuel sources, consumables, storage sites, materials handling, air and sea ports, and staging locations;

(4) Command and control, communications, and deployment site control processes and quality control approach, property/equipment control plan;

(5) Schedules: The offeror shall provide a schedule for meeting the critical scenario timeline under this solicitation. The schedule will be both an overview and critical path which reflects the significant milestones. The offeror should include traceability of the schedule milestones and provide all narratives and plans;

(6) Other requirements necessary to support the Technical Scenario requirements.

c. Unpriced Basis of Estimate (BOE).

Offerors first technical proposal must address the information above for the scenario in the Technical volume, no later than 21 days after the solicitation is issued in order to be considered for award.

Subfactor 2: Ability to Handle Requirements Changes to the Scenario.

Once the amendment is issued to the solicitation changing the requirements, offerors will be required to submit a second unpriced technical proposal which addresses the changes to their initial technical submission. It must address their approach to making the changes and the impact of the changes. The Offerors technical approach should be consistent with its Management Approach.

a. ATTACHMENT 030 - Technical Change to the Scenario: The offerors proposal shall address the offerors overall understanding of the change to the Scenario and the proposed method of approach towards meeting the Governments requirements as set forth below. Offerors shall reference in their proposal the corresponding paragraph(s) of the scenario that applies. It should be identified at the end of the applicable sections in parenthesis.

b. The offeror shall provide a Technical Execution Plan (TEP) in response to the Technical Change to the Scenario. The TEP shall address a sound and realistic approach on how the offeror proposes to meet the Technical Change to the Scenario requirements. The offerors approach must detail all procedures, plans and assumptions. The offeror should provide an orderly, logical, effective arrangement of steps and processes resulting in meeting the requirements. As a minimum, the TEP shall address the following:

(1) Methodology to execute the requirement as well as to implement cost control measures, organizational structures, and facilities layouts;

(2) Scenario staffing and mobilization plan (with hours broken out by labor category and whether US/Expat, HCN, or TCN), subcontractor lists, on-site management, personnel readiness, contractor security, and personnel safety;

(3) Logistics, sources and origins of materials (including supplier name and contact data), equipment, supplies, transportation delivery routes, fuel sources, consumables, storage sites, materials handling, air and sea ports, and staging locations;

(4) Command and control, communications, and deployment site control processes and quality control approach, property/equipment control plan;

(5) Schedules: The offeror shall provide a schedule for meeting the critical scenario timeline under this solicitation. The schedule will be both an overview and critical path which reflects the significant milestones. The offeror should include traceability of the schedule milestones and provide all narratives and plans;

(6) Other requirements necessary to support the Technical Change to the Scenario requirements.

c. Unpriced Basis of Estimate (BOE).

FACTOR 4

L.7 VOLUME IV COST/PRICE INFORMATION

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Volume Organization

a. Items outlined in Standard Proposal Instructions

b. Assumptions and Rationale

c. Cost/Price Proposal

Volume IV has no page limits.

VOLUME IV COST/PRICE:

General Instructions

Volume IV shall contain the offeror's Price/Cost proposal information. Offerors shall include a copy of the schedule located in Section B, Supplies or Services and Prices/Costs, of the solicitation for CLIN 0001 (and option CLINs 2001 - 9001), completed for all years along with their supporting cost information, as well as a cost proposal for the scenario.

Provide all Pricing assumptions and associated rational.

A proposal is presumed to represent the offerors best efforts to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance and cost or price shall be explained in the proposal. For example, if the use of new and innovative techniques is intended, their impact on cost or price shall be explained; if a business policy decision has been made to absorb a portion of the estimated costs that shall be stated in the proposal (including any associated calculations). The burden of proof as to the cost/price credibility rests with the offeror.

All costs/prices and expenditure profiles for this acquisition shall be stated in current dollars. (Current dollars should be interpreted to include escalation where appropriate).

Major subcontractors for purposes of the cost/price proposal are those with proposals of \$550,000 or more in one contract year.

The Cost/Price proposals and exhibits shall be submitted in Microsoft Office or compatible format. The electronic spreadsheets shall contain all working formulas and algorithms, shall be in the same format as the cost/price proposal, and shall calculate proposed costs.

In addition to the hard copies of the fully supported cost proposal documentation, the offeror shall provide two (2) electronic (CD) copies of its Cost/Price proposal. The electronic version shall be provided with the proposal submission. Offerors shall provide one (1) hard copy and one (1) electronic copy of their cost proposal directly to their DCAA office. The offerors must provide to the PCO the name and office address as well as the date on which its data was provided. Electronic proposals may be utilized to compute the impact of any most probable cost adjustments.

Specific Instructions:

The offeror shall provide a Cost/Price proposal prepared in accordance with FAR Part 15.403-5; 15.408 Alt IV; the Table at 15-2, Instructions for Submission of a Contract Pricing Proposal; and the formats and instructions included below. The proposal shall be properly cross-referenced. This proposal shall be broken out into two separate and distinct sections as shown below (corresponding with CLINs identified in Section B):

Part 1: Program Management Office: The offeror shall submit a Firm Fixed Price associated with maintaining and staffing a program office for the base plus all evaluated option years. CLIN 0001 - 9001 in section B.

Part 2: Technical Scenario: For evaluation purposes only, the offeror shall submit a CPAF proposal for the Technical Scenario detailed in Section J, Attachment 001. Offerors shall include all costs proposed to execute their proposed solution to the scenario as presented in the Technical Volume; Factor 2, Technical Scenario. Offerors should not identify base or award fee for the Technical Scenario. No fee should be proposed for the hypothetical scenario.

No costs should be inserted in schedule B for CLIN 0004. Cost proposals required are: initial proposal and the proposal responding to change scenario, which shall include the final resultant proposal. The proposal responding to the change scenario should include costs associated with the proposed change (whether adds or deletes), along with clear delineation of the changes made from the initial proposals to the final resultant proposal. Each proposal should include cost formats. The proposal responding to the change scenario should include cost formats for the change itself, along with cost formats for the final resultant proposal. Proposals should include cost formats for both the initial proposal and the final resultant proposal.

Cost/Price Formats:

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The offerors and their major subcontractors are required to provide price information in specified formats below for all years of Program Management Office staffing and cost information for Technical Scenario requirements, along with identified support data and explanations. The offerors are responsible for ensuring that major subcontractor proposals conform to the same criteria including support data and explanations. If work is to be performed by two or more divisions (or subsidiaries) within the prime contractor, a separate Cost/Price proposal shall be submitted for each division or subsidiary for its portion of the Cost/Price proposal meeting or exceeding \$550,000 in an individual contract year.

Format Instructions

The Cost/Price Proposal shall be traceable to the CLIN structure provided in Section B of the solicitation and to the task level in the Technical Scenario. Information required in the formats below is for CLINs related to the Program Management Office, and the Technical scenario.

Cost/Price Formats A through G shall be used by the offeror as a supporting breakdown for the information on the first page of the Cost/Price proposal (IAW FAR Table 15-2, Instructions for Submission of a Contract Pricing Proposal). Instructions for completing these formats are given below.

Cost/Price Format A: The following Format A summaries are required:

Format A: Grand Summary for all applicable proposal CLINS (including Technical Scenario) by cost element and by performance year (base year and option years) and by total all years.

Format A-1: Cost summary for each CLIN (including Technical Scenario) summarizing the proposed cost/price by cost element and by performance year (base year and option years). Costs shall be traceable to the total proposed price shown on the Grand Summary Cost/Price Format A.

In the offerors own format, CLIN (including Scenario) Format A-1s should be further broken down by Work Breakdown Structure (WBS) and by location (by cost element, and by performance year) base year and option years)). Cost shall be reconciled to the Format A-1 totals.

Format As should reflect the total costs (including the prime contractor, subcontractors, vendors, and interdivisional transfers). The General and Administrative (G&A) costs and profit/fee dollars under the prime contractor should include the prime's G&A and any profit applied to subcontracts and interdivisional effort, if applicable. Format As should be traceable to each higher level Format A.

Cost/Price Format B: Direct Labor Costs.

Format B: Format B shall be used to provide Direct Labor Costs by year (base year and option years), by CLIN, by WBS, by location, and by labor category. The prime contractor and each major subcontractor should provide a Format B along with supporting documentation. The total line at the bottom of each Format B should support the Direct Labor figure on the corresponding Cost/Price Format As. Support to Format B should include calculations and factors used to develop Direct Labor costs including labor rates and labor hours proposed (by year (base year and option years), by CLIN, by WBS, by location, and by labor category). Labor hours should be broken out by standard and overtime. The basis for labor rates should be explained. Any labor uplifts included in direct labor costs should be broken out. The offerors should identify the number of productive and nonproductive hours per person per year. Nonproductive hours are defined as hours expended for non-work time such as vacation, holiday, sick leave, and other personal leave. The offerors should state the number of hours for each of these elements. The offerors should explain how the nonproductive hours will be accumulated and charged.

Cost/Price Format C: Material Costs:

(1) Format C: Format C shall be used to provide Material Costs by year (base year and option years), by CLIN, by WBS and by location. The prime contractor and each major subcontractor should provide a Format C along with supporting documentation. The total line at the bottom of each Format C should support the Material figure on the corresponding Cost/Price Format A. Support to Format C should include the following information: item descriptions, source (vendor), basis for source selection, cost or price reasonableness determinations, quantities, unit costs, tax if appropriate, and total item costs.

Cost/Price Format D: Equipment Costs:

(1) Format D: Format D shall be used to provide Equipment Costs by year (base year and option years), by CLIN, by WBS and by location. The prime contractor and each major subcontractor should provide a Format D along with supporting documentation. The total line at the bottom of each Format D should support the Equipment Costs figure on the corresponding Cost/Price Format A. Support to Format D should include the following information: item descriptions, source (vendor), basis for source selection, cost or price reasonableness determinations, quantities, unit costs, tax, if appropriate, and total item costs.

Cost/Price Format E - Subcontract Costs

(1) Format E: Format E shall be used to provide Subcontract Costs by performance year (base year and option years), by CLIN, by WBS

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and by location. The prime contractor and each major subcontractor should provide a Format E along with supporting documentation. The total line at the bottom of each Format E should support the Subcontract Costs figure on the corresponding Cost/Price Format A. Support to Format E should include the following information: source (subcontractor), item description, basis for selection of source, cost or price reasonableness determination, unit costs, tax if appropriate, quantity, and the total item costs.

Cost/Price Format F - Other Direct Costs (ODC):

(1) Format F: Format F shall be used to provide Other Direct Costs by year (base year and option years), by CLIN, by WBS and by location. The prime contractor and each major subcontractor should provide a Format F along with supporting documentation. The total line at the bottom of each Format F should support the ODC figure on the corresponding Cost/Price Format A. Support to Format F should include the following information: item descriptions, source (vendor), basis for source selection, cost or price reasonableness determinations, quantities, unit costs, tax, if appropriate, and total item costs.

Format G, Summary of Indirect Rates:

This format should be used to identify the offerors Indirect Rates used in the proposal. The prime contractor and each major subcontractor should provide a Summary Format G. Support to Format G should include the following information: Fringes, Labor Overhead, Other Overhead, and Indirect Factors: Rate/factor calculations should be provided for these elements. Components of the calculations should be broken down into the individual elements of which they are comprised. These elements should be fully explained as to how the amounts were computed both in text and figures. General And Administrative (G&A) Expense: An explanation of the base and rate used to compute the amount proposed shall be required. The rate shall be broken down into the individual elements of which it is comprised and any services that are provided to the contract through G&A shall be listed and explained.

Additional Supporting Data: The following supporting data shall be included in an appropriately referenced supporting narrative.

- (1) Rest and Relaxation (R&R): The offeror shall identify in the proposal and explain any proposed R&R costs in both text and figures.
- (2) Standard Work Week: The offeror shall identify their standard work week as 40 hours.
- (3) Overtime: The offeror shall include all costs for overtime to support work at the Technical scenario site. The offeror shall identify any overtime proposed and shall include an explanation of the basis upon which the overtime was computed.
- (4) Pay Differential: If it is the offeror's policy to pay its employees a differential due to work conditions (i.e., swing, evening and early morning shifts, location, danger, etc.), such differential shall be identified in the cost estimate and explained with text and figures. Estimates should be prepared using State Department guidelines for any premium type pay attributed to conditions such as danger, location, etc.
- (5) Retention Bonuses/Payments: The offeror shall identify and explain in the proposal any proposed retention type bonuses/payments in both text and figures.
- (6) For each CLIN (including the Technical Scenario), each element of cost shall be documented completely to show the basis and rationale used in arriving at the amount proposed.

SECTION L COST FORMATS (SEE ATTACHMENT 006 TO SOLICITATION)

*** END OF NARRATIVE L 001 ***

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SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.afsc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

MA7001

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-2	52.247-50	NO EVALUATION OF TRANSPORTATION COSTS	APR/1984
M-3	52.215-4586 LOCAL	SECTION M, EVALUATION FACTORS FOR AWARD	OCT/1997

The following are the evaluation factors for award:

- Management Capability
- Technical Capability
- Past Performance
- Cost

(End of provision)

(MS6012)

M.1 EVALUATION FACTORS AND SUBFACTORS FOR AWARD

a. The Government expects to award up to three (3) contracts for the LOGCAP IV. Award will be made to the offeror(s) whose proposal is determined to provide the best value to the Government. This may result in an award to a higher rated, higher priced offeror. Best value is determined by an integrated assessment of the following factors:

GO/NO GO area where the offeror must meet minimum standards to be considered for award:

The following is a go/no go factor, where the offeror must meet the minimum standard to be considered for award.

Facility Clearance Determination Go/No Go:

If an offeror is deemed not to have the proper Facility Clearance documentation on the due date stated in the solicitation, the proposal may be rejected without further consideration. The determination of the proper Facility Clearance documentation is a separate evaluation from the Technical evaluation stated in this solicitation. All supporting documentation (including DD254s) shall be submitted in the Introductory Volume to ease Government review.

Failure to meet this requirement shall make the offeror ineligible to receive a contract award

FACTOR 1: Management

- Subfactor 1: Capability, Approach, Experience
- Subfactor 2: Business Systems
- Subfactor 3: Small Business Participation

FACTOR 2: Past Performance

No subfactors.

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FACTOR 3: Technical (Scenario)

Subfactor 1: Feasibility and completeness of Scenario Approach
Subfactor 2: Ability to Handle Requirements Changes to the Scenario

FACTOR 4: Cost/Price

No subfactors.

Relative Importance:

The Management factor is moderately more important than the Past Performance and Technical factors, which are of equal weight. Past Performance and Technical are individually moderately more important than Cost. All of the non-cost factors when combined are significantly more important than Cost. Management sub-factors are in descending order of importance. Technical sub-factors are equal in importance.

When conducting the trade off analysis, the SSA may consider the binding nature of the prices proposed and the potential quantities of work that may be awarded under any resulting contract.

Evaluation Approach

The content of written proposals, as well as information derived from discussions, if held, will be evaluated to determine the degree and extent to which the requirements and objectives set forth in the solicitation are satisfied. The use of data obtained from other sources in conducting performance risk assessments is addressed in Section L.

M.2 EVALUATION CRITERIA

Management Factor

1. MANAGEMENT FACTOR:

SUBFACTOR 1: APPROACH/CAPABILITY/EXPERIENCE:

Proposals will be evaluated on the feasibility of its approach and how the offeror plans to mitigate the risk of that approach in the following areas:

Managing rapid deployment of worldwide logistics support, (executing rapid deployment, rapid expansion of requirements); Managing complex projects, Staffing (recruit / train workforce, retain key people, and transportation into and within theater), Supporting contingency operations worldwide, Program Management Office (staffing skill sets and levels in Program Management Office), Managing Operations (Construction, Supply Operations, Maintenance, Handling Hazardous Materials, and providing life support to troops).

SUBFACTOR 2: BUSINESS SYSTEMS

The proposal will be evaluated based upon:

- (1) The Offeror's description of its proposed business systems and how well it is able to provide effective contract oversight and tracking of cost, subcontracts, equipment, personnel, and changes in requirements in a contingency environment. Additionally, how well the proposed systems will provide complete, reliable, timely, consistent and transparent data to permit effective Government oversight and management.
- (2) Whether the Business Systems are Government approved or compliant, or are in the process of becoming approved/compliant.
- (3) The offerors management approach to cost control, property management, Supply Chain Management, security oversight, quality control, and subcontract management.

SUBFACTOR 3: SMALL BUSINESS PARTICIPATION:

- 1. As required by DFARS 215.304, Small Business Utilization is an evaluation subfactor in this acquisition.

NOTE: The offerors proposed approach evaluated herein is for the purpose of source selection evaluation and is separate from the small

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business subcontracting plan and goals required in FAR 52.219-9. The Army small business subcontracting target goals in Section L of this solicitation are for all work CONUS and OCONUS and are against total contract dollars. The subcontracting plan and goals IAW 52.219-9 are for subcontract work performed in CONUS, and are against total CONUS subcontract dollars.

2. The Government will evaluate the offerors proposed approach to subcontracting with U.S. Small Business for performance anywhere in the world throughout the life of this contract.

The Government will evaluate the following elements of the proposed small business participation:

The reasonableness and realism of the offerors proposed approach to meet the Army target goals in the solicitation. This will include evaluation of what it will do differently to increase U.S. small business participation if its previous small business subcontracting experience is less than the target goals in the solicitation.

FACTOR 3: PAST PERFORMANCE

The Past Performance Volume will be evaluated to assess the relative risk associated with the offeror's likelihood of success in performing the solicitations requirements as indicated by the offeror's record of past performance.

The Government will conduct a performance risk assessment based upon the quality of the past performance of the offeror and its proposed major subcontractors/team members, as it relates to the probability of successful accomplishment of the required effort. When assessing performance risk, the Government will focus its inquiry on the past performance of the offeror and its proposed major subcontractors as it relates to key areas of similar recent, relevant contracts.

Relevant contracts/projects include those:

- 1) Of a similar size, scope and complexity which are relevant to the efforts required by this solicitation;
- 2) Which require at least one action in each of the following two areas:
 - (a) Contingency support, or rapid deployment;
 - (b) Providing logistical support, or participation in military exercises;
- 3) And:
 - (a) Were awarded or commenced within three (3) years prior to the closing date of this solicitation; or
 - (b) Were awarded or commenced more than three (3) years ago, but were completed within one year of the closing date of this solicitation; or
 - (c) Are on-going contracts/projects; or
 - (d) For joint ventures/teaming arrangements, where the proposed managing partner was also the managing partner in another joint venture/teaming arrangement meeting the 3 year requirements in 3 (a-c) in this section, and
- 4) Have a dollar value of at least \$10 million.

Offerors will receive a performance risk rating of: low risk, moderate risk, high risk, or unknown risk. Offerors without a record of recent and relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance, and will receive a "Unknown" rating for the Past Performance factor.

Offerors are cautioned that in conducting the performance risk assessment, the Government may use data provided by the offeror in its proposal and data obtained from other sources. Since the Government may not interview all sources provided by the offeror, it is incumbent upon the offeror to explain the relevance of the data provided.

Offerors are reminded that while the Government may elect to consider data obtained from other sources, the Government does not assume the duty to search for data to cure problems it finds in the proposals. The burden of providing thorough and complete past performance information rests with the offerors.

Past performance information will also include an analysis to determine if corrective measures to past problems were implemented and what the outcomes of such measures were.

Past Performance will be reviewed via the information submitted including, but not limited to: Management Oversight, Meeting Schedules, Cost Control (Overruns/Underruns, Cost Efficiencies/Initiatives), Meeting Small Business Subcontracting Goals, and Customer

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Satisfaction on relevant contracts.

FACTOR 4 TECHNICAL (SCENARIO)

The technical scenario areas to be evaluated are:

a. Feasibility and Completeness of Scenario Approach Subfactor

The proposal will be evaluated on how well and the extent to which the approach will reasonably achieve the support identified in Scenario requirements. The Government will evaluate how completely the proposal describes how the requirements will be met. The proposal will be evaluated strictly in accordance with its written content as presented in the offeror's proposal for the Technical Scenario.

b. Ability to Handle Requirements Changes to the Scenario Subfactor

Evaluation will determine the feasibility, acceptability, and thoroughness of the offerors response to the scenario provided. It will also consider how well the offerors management systems processed changes to the scenario requirements consistent with its management approach. The rating criteria includes the proposal risk associated with the feasibility of the offerors approach.

FACTOR 4 COST/PRICE

A cost/price analysis will be conducted for each offerors proposal. The following applies to that evaluation.

For the Firm Fixed Price CLINs, price analysis, along with technical analysis techniques, will be used to determine price reasonableness and affordability.

For the Cost Reimbursable CLINs, cost analysis, along with technical analysis will be used to determine price reasonableness, and to perform cost realism analysis to determine if the costs in an offerors proposal are realistic for the work to be performed. Cost realism will also be used as the basis for the development of Most Probable Cost adjustments (MPCs).

Both Firm Fixed Price and Cost Reimbursable portions of the proposal will be evaluated to determine whether the proposal reflects a thorough understanding of the PWS; and whether the cost/price proposal is consistent with the unique methods of performance described in the offeror's Technical/Management proposal.

The methods of evaluation noted above may include the use of information from sources such as (but not limited to) the Defense Contract Audit Agency (DCAA) and Defense Contract Management Agency (DCMA).

As part of the cost/price evaluation, proposals may be reviewed to identify any unbalanced pricing. In accordance with FAR 15.404-1(g) Unbalanced Pricing, a proposal may be rejected if the PCO determines the lack of balance poses an unacceptable risk to the Government. Proposals may also be evaluated for affordability to the Government.

The total evaluated price will be determined by adding the prices for all Firm Fixed Price CLINs (including option years), and the Most Probable Costs for Cost Reimbursable CLINs.

For the Cost Plus Award Fee CLINs, the Government will apply a notional base fee and award fee to offerors' proposed costs (adjusted for any MPCs) for purposes of evaluation only. The total evaluated price (final resultant proposal) will be determined by adding the price for Firm Fixed Price CLIN 0001 (including option years) for the program management office and the Most Probable Costs for Cost Reimbursable CLIN 0002, for the scenario. No MPC adjustments will be applied to Firm Fixed Price CLINs. Fee base for application of the identified base and award fees will be IAW the award fee clause in section H of this RFP.